

# Health Agency



Los Angeles County  
Board of Supervisors

Hilda L. Solis  
First District

Mark Ridley-Thomas  
Second District

Sheila Kuehl  
Third District

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Fourth District

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Fifth District

Mitchell H. Katz, M.D.  
Director, Health Agency

Jonathan E. Sherin, M.D., Ph.D.  
Director, Department of Mental Health

Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director, Department of Public Health

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: (213) 240-8101  
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*"The mission of the Los Angeles County Health Agency is to improve health and wellness across Los Angeles County through effective, integrated, comprehensive, culturally appropriate services, programs, and policies that promote healthy people living in healthy communities."*



May 30, 2017

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST APPROVAL TO DELEGATE AUTHORITY TO AMEND  
AGREEMENT H-705407 WITH CERNER CORPORATION  
ON A SOLE SOURCE BASIS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (x)  
APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**SUBJECT**

Approval of delegated authority to the Director of the Health Agency to amend Agreement No. H-705407 with Cerner Corporation to purchase an interface engine and to obtain software and related implementation, training and professional services.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Delegate authority to the Director of the Health Agency (Agency Director), or his designee, to execute an amendment to Agreement H-705407 (Agreement) with Cerner Corporation (Cerner), to purchase an interface engine, including software, implementation services, training and related professional services, and increase the maximum Contract Sum in an amount not-to-exceed \$3.6 million, for the term of the Agreement, including all extensions until December 31, 2027.

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

21 May 30, 2017

LORI GLASGOW  
EXECUTIVE OFFICER

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The Department of Health Services (DHS) clinical and business data integration is currently hosted on a minimum of seven separate interface engine instances of a legacy product called "e\*Gate". The e\*Gate interface engine product line is an end-of-life product and DHS' license expires in October 2018. DHS must transition to a replacement product prior to that date.

Approval of the recommendation will delegate authority to execute an amendment to the Agreement, substantially similar to Exhibit I, to purchase an interface engine named "OPENLink" (OpenLink) and related implementation, hosting, support and training services from Cerner, and increase the maximum Contract Sum accordingly.

OpenLink is an application-independent interface engine that will provide the Agency and associated entities with industry-standard, connectivity, development, and management of DHS interfaces. OpenLink supports the necessary standards to connect the many enterprise clinical and business systems as well as actively support the flow of information. It complies with and supports industry standards for data messaging, including support for Health Language 7 (HL7) and financial transactions (i.e.; X12), as well as all other pertinent healthcare industry standard communication protocols. It is also designed to assist DHS in meeting the Health Insurance Portability and Accountability Act (HIPAA) and American Recovery and Reinvestment Act (ARRA) Meaningful Use regulations by providing Secure Socket Layer (SSL) on TCP/IP connections, secure File Transfer Protocol (FTP), and mutual authentication support on Hypertext Transfer Protocol (HTTPS).

In addition, OpenLink has many years of healthcare industry exposure. Cerner, through its adoption of OpenLink has demonstrated its commitment to integrating the engine into its existing Millennium family of solutions. Millennium solutions are the foundations of DHS' Electronic Health Record (EHR) system, currently deployed throughout DHS, with a deployment at the Department of Public Health forthcoming. Currently, fifty-five to sixty-five percent of DHS enterprise integration is connected to Millennium, and this is planned to increase once Millennium is expanded to other Agency departments. The numerous interface types required include typical connections to patient accounting, patient demographics and encounters, and many additional custom connections to clinical systems and business trading partners. Implementation and deployment activities are projected to take approximately eighteen (18) months.

The cost for the purchase of OpenLink and related services shall not exceed \$3.6 million, including \$1.5 million in Pool Dollars.

## **Implementation of Strategic Plan Goals**

The recommended actions support Strategies III.2 "Embracing Digital Government for the Benefit of Our Internal Customers and Communities" and III.3 "Pursue Operational

Effectiveness, Fiscal Responsibility, and Accountability” of the County’s revised Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The current Contract Sum for the Cerner Agreement is \$413,550,594. If approved, the actions herein will increase the Contract Sum to \$417,143,924. Funding is included in DHS’ FY 2016-17 Adopted Budget for DHS and will be requested in future fiscal years as needed.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Agreement being amended is for the provision of an EHR system, commonly referred to as the Online Real-time Centralized Health Information Database (ORCHID), and was initially awarded as a result of a competitive solicitation. While this amendment is on a sole source basis, the Agreement was rigorously negotiated and has served DHS well in its deployment of ORCHID. Due to the quality of the Agreement and the fact that OpenLink and the related services are being purchased from Cerner pursuant to substantially the same terms and conditions as used for ORCHID, this purchase is being effectuated via amendment. The Agreement has been modified to address terms specific to the purchase of an interface engine. For example, support terms have been adjusted to address the delivery model of the interface engine and the use reconciliation process addresses the use cases of an interface engine, rather than an electronic health record system.

Because this purchase involves amendment of the Agreement for ORCHID, County Counsel continues to retain Foley & Lardner, LLP, to work in conjunction with County Counsel to advise on implementation and contract issues.

County Counsel has approved Exhibit I as to form. The Chief Information Office concurs with the Agency's recommendation and that office’s analysis is attached (Attachment A).

### **CONTRACTING PROCESS**

On January 31, 2017, DHS advised the Board of its intent to enter into sole source negotiations with Cerner in accordance with Board Policy No. 5.100 (Attachment B). In order to have sufficient time to complete deploying a replacement interface engine before October 2018, it is essential that DHS quickly obtain a suitable replacement.

Attachment C is the sole source checklist in compliance with Board Policy No. 5.100.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this recommendation will enable the Agency to deploy a centralized, standardized interface engine in a timely manner in support of its integrated and enterprise-wide information technology methodology.

The Honorable Board of Supervisors  
May 30, 2017  
Page 4

Respectfully submitted,

Handwritten signature of Mitchell H. Katz in black ink.

Mitchell H. Katz, M.D.  
Director  
Los Angeles County Health Agency

Reviewed by:

Handwritten signature of Peter Loo in blue ink.

Peter Loo  
Acting Chief Information Officer

MKH:PL:kh

Enclosures

cc: Chief Executive Office  
Executive Office, Board of Supervisors  
County Counsel



**PETER LOO**  
ACTING CHIEF INFORMATION OFFICER

Office of the CIO  
**CIO Analysis**

NUMBER: <b>CA 17-09</b>	DATE: 5/15/2017
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**APPROVAL TO DELEGATE AUTHORITY TO AMEND AGREEMENT H-705407 WITH CERNER CORPORATION ON A SOLE SOURCE BASIS**

RECOMMENDATION:  
 Approve                       Approve with modification                       Disapprove

CONTRACT TYPE:  
 New contract     Sole Source  
 Amendment to Contract #: H-705407                       Other: Describe contract type.

CONTRACT COMPONENTS:  
 Software     Hardware  
 Telecommunications     Professional Services  
 Hosting Services

SUMMARY:  
 Department Executive Sponsor: Mitchell H. Katz, M.D., Health Agency Director  
 Description: Delegate authority to the Director of the Health Agency (Agency Director) to execute an amendment to Agreement H-705407 (Agreement) with Cerner Corporation (Cerner) to purchase an interface engine, including software, implementation services, training and related professional services, and increase the maximum Contract Sum in an amount not to exceed \$3.6 million for the term of the Agreement, including all extensions until December 31, 2027, the termination date of the base ORCHID agreement.  
 Contract amount: **\$ 3,593,330**     Funding source: DHS Operating Budget  
 Legislative or regulatory mandate     Subvended/Grant funded

**Strategic and Business Analysis**

PROJECT GOALS AND OBJECTIVES:  
 Project goals are to:

- Replace the existing DHS interface engine, eGate, which is already an end-of-life product with support extending until October 2018, with Cerner’s OpenLink.
- Transition from a point-to-point protocol that eGate provides to a more flexible single API that will handle multiple connections.
- Transition to a best-of-breed product.
- Integrate with Cerner’s Online Real-time Centralized Health Information Database (ORCHID) using a product that is native to Cerner.

BUSINESS DRIVERS:  
 The business drivers are:

- Effective and efficient flow of information between ORCHID and other systems like eConsult, CACTUS, etc., and linkage of disparate clinical systems in the Health Agency IT ecosystem.
- Simplify data management and manipulation.

- Have an integrated single interface engine to reduce maintenance complexities and Total Cost of Ownership.
- Ability to support the Agency’s business needs of streamlining clinical practices and hence integrate the underlying supporting systems.

**PROJECT ORGANIZATION:**

Dr. Mitchell H. Katz, Director of the Health Agency, is the Project Executive Sponsor. Kevin Lynch is the Project Director, and Enrique Garcia is the Project Manager. The Health Agency has in place a well-defined project governance structure for ORCHID which can monitor the progress of the project.

**PERFORMANCE METRICS:**

The OpenLink Interface Engine solution will be governed by service levels and performance standards, including robust availability, comparable to those for ORCHID.

**STRATEGIC AND BUSINESS ALIGNMENT:**

The recommended actions support Strategies III.2 “Embracing Digital Government for the Benefit of Our Internal Customers and Communities” and III.3 “Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability” of the County’s revised Strategic Plan. It also supports DHS’ internal goal of aligning with the Cerner product set.

**PROJECT APPROACH:**

The implementation project has four implementation phases that include:

1. Remote hosted environment installation and configuration;
2. DHS staff training;
3. Interface conversion inclusive of build, test, and user acceptance; and
4. Interface deployment.

Implementation and deployment activities are projected to take approximately eighteen (18) months. The current product, eGate, is already out of life. On October 2018, Oracle will no longer provide support.

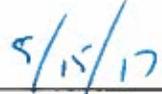
**ALTERNATIVES ANALYZED:**

OpenLink is a well-recognized product and has been used by various clients. Cerner has shown its commitment to integrating the engine into its existing Millennium family of solutions. Millennium solutions are the foundations of DHS’ Electronic Health Record (EHR) system. Currently, 55 percent to 65 percent of DHS’ enterprise integration is connected to Millennium, and will increase once it’s expanded to other Agency departments (e.g. Public Health).

The technical team has done a (Pros and Cons) analysis; they have discussed the product features at length with Cerner. They have engaged Gartner consulting for advice. In fact, OpenLink is one of the lead products in Gartner’s magic quadrant. Another Health Industry reputable report by KLAS mentions OpenLink very positively as part of the Cerner set of products. DHS has verified

	<p>several references. The team was presented with a clear roadmap of Cerner’s products and a synergy between ORCHID and OpenLink. An important issue is customized training. After prolonged discussions, the team is comfortable that Cerner will provide the necessary formal and informal training needed.</p>										
<p><b>Technical Analysis</b></p>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p><b>Solution</b>                  OpenLink is an application-independent interface engine that will provide the Agency and associated entities with industry-standard, connectivity, development, and management of DHS interfaces. The numerous interface types required include typical connections to patient accounting, patient demographics and encounters, and many additional custom connections to clinical systems (e.g., CACTUS, eConsult, etc.), as well as business trading partners.</p> <p>OpenLink supports the necessary standards to connect the many enterprise clinical and business systems, as well as the flow of information. It complies with and supports industry standards for data messaging, including support for Health Language 7 (HL7) and financial transactions (i.e.; X12), as well as all other pertinent healthcare industry standard communication protocols. It is also designed to assist DHS in meeting the Health Insurance Portability and Accountability Act (HIPAA) and American Recovery and Reinvestment Act (ARRA) Meaningful Use regulations by providing Secure Socket Layer on TCP/IP connections, secure FTP, and mutual authentication support on HTTPS.</p> <p><b>Application</b>                  The application is highly configurable. Programming experience is not required to build interfaces with OpenLink. A Graphical User Interface (GUI) drives the configuration.</p> <p><b>Hosting</b>                  Hosting will be at Cerner’s Kansas City, Missouri data centers, where ORCHID is hosted. A secondary data center located about 20 miles away from the primary data center in the suburbs of Kansas City will be used as a cold site for disaster recovery. Both the primary and secondary facilities have been designed, built, and maintained according to the FEMA P-361 standard, which defines appropriate safety of buildings required to survive an EF-5 tornado event.</p>										
<p><b>Financial Analysis</b></p>	<p>BUDGET:</p> <table border="0"> <tr> <td><b>Current Contract Sum (ORCHID)</b></td> <td style="text-align: right;"><b>\$413,550,594</b></td> </tr> <tr> <td><u>OpenLink-Cerner Amendment 10</u></td> <td></td> </tr> <tr> <td colspan="2"><u>One-time costs:</u></td> </tr> <tr> <td>    Startup costs</td> <td style="text-align: right;">\$20,000</td> </tr> <tr> <td><b>Total one-time costs</b></td> <td style="text-align: right;"><b>\$20,000</b></td> </tr> </table>	<b>Current Contract Sum (ORCHID)</b>	<b>\$413,550,594</b>	<u>OpenLink-Cerner Amendment 10</u>		<u>One-time costs:</u>		Startup costs	\$20,000	<b>Total one-time costs</b>	<b>\$20,000</b>
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<u>OpenLink-Cerner Amendment 10</u>											
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Startup costs	\$20,000										
<b>Total one-time costs</b>	<b>\$20,000</b>										



<b>CIO Approval</b>	PREPARED BY: 	
	Sanmay Mukhopadhyay, Sr. Associate CIO	Date
	APPROVED: 	
	Peter Loo, Acting Chief Information Officer	Date

Please contact the Office of the CIO (213.253.5600 or [info@cio.lacounty.gov](mailto:info@cio.lacounty.gov)) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>



**Health Services**  
LOS ANGELES COUNTY

January 31, 2017

**Los Angeles County  
Board of Supervisors**

**Hilda L. Solis**  
First District

**Mark Ridley-Thomas**  
Second District

**Sheila Kuehl**  
Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

**TO:** Supervisor Mark Ridley-Thomas, Chairman  
Supervisor Hilda L. Solis  
Supervisor Sheila Kuehl  
Supervisor Janice Hahn  
Supervisor Kathryn Barger

**FROM:** Mitchell H. Katz, M.D.  
Director

**SUBJECT: ADVANCE NOTIFICATION OF INTENT TO  
NEGOTIATE A SOLE SOURCE AMENDMENT TO  
AGREEMENT NO. H-705407 WITH CERNER  
CORPORATION**

**Mitchell H. Katz, M.D.**  
Director

**Hal F. Yee, Jr., M.D., Ph.D.**  
Chief Medical Officer

**Christina R. Ghaly, M.D.**  
Chief Operations Officer

This is to provide the Board of Supervisors (Board) with advanced notification of the Department of Health Services' (DHS) intent to return to the Board to request approval of an amendment to an existing Agreement with Cerner Corporation (Cerner) to acquire an interface engine and related services to provide for enterprise clinical and business data integration. As more fully described below, Cerner is the only provider currently situated to supply the necessary software and services to permit DHS to meet its urgent business needs.

Board Policy 5.100 requires written notice of a department's intent to enter into sole source negotiations for a Board-approved Agreement at least four weeks prior to the initiating sole source negotiations. Although DHS plans to request Board approval to amend a current agreement to add the services and software, the decision to do so is a sole source action and subject to the Board policy.

### Background

DHS clinical and business data integration is currently hosted on a minimum of seven separate interface engine instances of a legacy product called "e\*Gate". The e\*Gate interface engine product line is owned by Oracle USA and DHS has been advised that the product is at "end of life" without further product development. DHS initially addressed this issue by leveraging the County's existing contractual relationship with Oracle USA to provide the SOA Suite platform. During the implementation of the Oracle SOA Suite and as DHS learned more about the requirements of its newly deployed electronic health record system, DHS determined that the product would not be suitable for its enterprise clinical and business systems. The SOA Suite will be repurposed for other uses at the Los Angeles County Health Agency (Agency) and DHS negotiated an extended license for e\*Gate through October 2018. DHS must fully transition to a replacement product prior to that date.

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: (213) 240-8101  
Fax: (213) 481-0503

[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

*To ensure access to high-quality,  
patient-centered, cost-effective  
health care to Los Angeles County  
residents through direct services at  
DHS facilities and through  
collaboration with community and  
university partners.*

[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)



### Justification

DHS investigated potential replacement interface engines in the Gartner Magic Quadrant (including the Cerner interface engine named "OpenLink") and conducted structured demonstrations of the products. Implementation and deployment of any replacement interface engine is projected to take at least twelve (12) months. DHS determined that conducting a competitive procurement process was not feasible. In order to have sufficient time to complete the replacement and ensure its stability before October 2018, it is essential that DHS quickly obtain a suitable replacement. Given the short timeframe and strong contractual relationship with Cerner, DHS believes it is in the best interest of the County to amend its current agreement with Cerner to procure and implement OpenLink, on a sole source basis.

OpenLink is an application-independent interface engine that will provide the Agency and associated entities with industry-standard, cost effective connectivity, development, and management of DHS interfaces. OpenLink supports the necessary standards to connect the many enterprise clinical and business systems as well as actively support the flow of information. It complies with and supports industry standards for data messaging, including support for Health Language 7 (HL7) and all other pertinent healthcare industry standard communication protocols. It is also designed to assist DHS in meeting the Health Insurance Portability and Accountability Act (HIPAA) and American Recovery and Reinvestment Act (ARRA) Meaningful Use regulations by providing Secure Socket Layer (SSL) on TCP/IP connections, secure FTP, mutual authentication support on HTTPS, and support for financial transactions (i.e.; X12).

In addition, OpenLink has many years of healthcare industry exposure. Cerner, through its adoption of OpenLink has demonstrated its commitment to integrating the engine into its existing Millennium family of solutions. OpenLink was not part of available Cerner software when the Cerner contract was approved in November 2012. Millennium solutions are currently deployed throughout DHS and deployments throughout other Agency departments are currently in the planning stages. Currently 75% of DHS enterprise integration is connected to Millennium, and this is planned to increase once Millennium is expanded to other Agency departments. The numerous interface types required include typical connections to patient accounting, patient demographics and encounters, and many additional custom connections to clinical systems and business trading partners.

Procuring OpenLink is in the economic interest of the County as it is expected to offer minimal license costs as well as a shortened migration timetable. In addition, by combining Cerner's existing relationship with DHS along with the potential use of OpenLink, DHS can take advantage of numerous efficiencies. Significant efficiencies include the existing close collaboration between the DHS Enterprise helpdesk and Cerner Application Management Services for incident reporting and technical support. Another example is leveraging existing communication channels and collaboration during close alignment of Millennium system upgrade and maintenance events. Millennium also has a bolt-on interface engine called "OPENEngine", this engine would be communicating directly with OpenLink and thus having a vendor that is familiar with

both ends of the communication channels would most certainly improve diagnostics activities, decrease downtimes, and improve patient care outcomes.

#### Alternate Plan

DHS does not currently have an alternative interface engine option that meets its timeline to transition from e\*Gate.

#### Timeline

In light of the urgency of this matter, DHS hopes to begin sole source negotiations of the agreement amendment with Cerner immediately.

#### Conclusion

In conclusion, DHS believes that Cerner is the only provider currently situated to supply the necessary software and services to permit DHS to meet its urgent business needs. DHS will commence negotiations unless otherwise instructed by the Board.

If you have questions or require additional information, please let me know or your staff may contact Kathy Hanks, Director, Contracts and Grants Division, at (213) 240-7819.

MHK:kh

SOLE SOURCE CHECKLIST

Check (✓)	<p align="center"><b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b></p> <p align="center">Identify applicable justification and provide documentation for each checked item.</p>
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
✓	<p>➤ Services are needed to address an emergent or related time-sensitive need.</p> <p>e*Gate, the interface engine currently used by DHS has been designated an “end of life” product, no longer supported by Oracle USA. Consequently, DHS negotiated a temporary extension to the e*Gate license through October 2018, to secure sufficient time to successfully transition to a replacement interface engine. The Cerner OPENLink product will serve as the replacement interface engine.</p>
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
✓	<p>➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.</p> <p>DHS conducted significant due diligence to identify Cerner’s OPENLink interface engine product as the replacement for e*Gate, including a series of structured demonstrations with several potential products. Procuring OPENLink is in the County’s economic interest, as this will minimize licensing costs, and shorten the contracting and migration timelines. In addition, DHS can leverage its existing relationship with Cerner to realize significant efficiencies in the domains of ongoing support services (e.g., close collaboration between DHS Enterprise Help Desk and Cerner’s Application Management Services team); established project communication channels during system upgrade and maintenance events; and interconnectivity between ORCHID’s OPENEngine, a bolt-on interface engine that will directly connect with OPENLink. The foregoing reasons will enable DHS to improve diagnostics activities, decrease downtimes, and improve patient care outcomes.</p>

*Maureen Mc...*

Chief Executive Office

4/26/17

Date



AMENDMENT NUMBER 10

TO THE

ELECTRONIC HEALTH RECORDS SYSTEM AND SERVICES

AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

CERNER CORPORATION

**May 31, 2017**

**ELECTRONIC HEALTH RECORDS  
SYSTEM AND SERVICES AGREEMENT**

The Electronic Health Records System and Services Agreement, Agreement No. H-705407, by and between the County of Los Angeles, a political subdivision of the State of California ("**County**") and Cerner Corporation, with its principal place of business at 2800 Rockcreek Parkway, North Kansas City, MO 64117 ("**Contractor**"), with an Effective Date of December 21, 2012 (the "**Agreement**"), as amended by the Parties pursuant to:

- Amendment Number 1, dated June 20, 2014,
- Amendment Number 2, dated October 8, 2014,
- Amendment Number 3, dated October 31, 2015,
- Amendment Number 4, dated June 30, 2016,
- Amendment Number 5, dated June 30, 2016,
- Amendment Number 6, dated June 30, 2016,
- Amendment Number 7, dated December 1, 2016,
- Amendment Number 8, dated December 31, 2016,
- Amendment Number 9, dated February 21, 2017,
- Change Notice Number 1, dated January 29, 2015,
- Change Notice Number 2, dated February 9, 2015,
- Change Notice Number 3, dated March 27, 2015,
- Change Notice Number 4, dated March 30, 2015,
- Change Notice Number 5, dated May 28, 2015,
- Change Notice Number 6, dated August 1, 2016,
- Change Notice Number 7, dated December 1, 2016,
- Change Order A, dated October 1, 2015,
- Change Order B, dated October 15, 2015,
- Change Order C, dated November 4, 2015,
- Change Order D, dated May 27, 2016,
- Change Order E, dated September 30, 2016,
- Change Order F, dated December 15, 2016,
- Change Order G, dated January 26, 2017,
- Change Order H, dated May 8, 2017, and
- Change Order I, dated May 8, 2017,

is hereby changed by the Parties pursuant to Section 13 (Changes to Agreement) of the Agreement by this Amendment Number 10 to the Electronic Health Records System and Services Agreement ("**Amendment Number 10**"), effective as of May 31, 2017 ("**Tenth Amendment Effective Date**"). The capitalized terms in this Amendment Number 10 shall have the meaning ascribed in the Agreement unless expressly otherwise defined herein. In the event of a conflict between the body of this Amendment Number 10 and the Agreement any Statement of Work, Exhibit, Attachment, Schedule, or incorporated material, the Agreement shall govern. Contractor and County may be referred to in this Amendment Number 10 individually as a "**Party**" and together as the "**Parties.**"

**AMENDMENTS**

In consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

**1. AMENDMENT TRACKING**

The Parties agree that each amendment to the Agreement shall be sequentially numbered, beginning with Amendment Number 1 and including this Amendment Number 10. Amendments to Exhibits shall be referred to in the body of the Amendment and implemented through the deletion of the prior Exhibit (or lowest affected numbered subpart thereof) in its entirety and replacing it with the amended Exhibit. All changes to the amended Exhibit must be highlighted or other means shall be used to clearly identify the changes made to the prior Exhibit. Changes that are not highlighted or otherwise clearly identified shall not be effective as it is the intention of the Parties that unaffected parts of amended Exhibits need not be reexamined in connection with the amendment process. The amended Exhibit is to also have its title modified to correspond to the amendment number under which the change was made. For example, the amendment to Exhibit A would include on the title of the Exhibit the following “Amendment No. 10 to Exhibit A.”

**2. MODIFICATIONS TO THE AGREEMENT**

The following subsections in this Section 3 (Modifications to the Agreement) modify the Agreement, in accordance with Section 13.4 (Amendments) of the Agreement, only to the extent explicitly set forth below.

**2.1 EXTENSIONS OF TIME**

Solely for the purpose of this Amendment, Section 13.6 (Extensions of Time) of the Agreement shall be amended by appending the following to the end of the Section:

For the avoidance of doubt, the reference to “Final Acceptance” shall be deemed a reference to Final Acceptance of the OPENLink Modules.

**2.2 MAXIMUM CONTRACT SUM**

Section 14.1 (Maximum Contract Sum) of the Agreement is amended by the deletion of the amount “Four Hundred Thirteen Million, Five Hundred Fifty Thousand, Five Hundred Ninety-Four Dollars (\$413,550,594)” and replacing it with the number “Four Hundred Seventeen Million, One Hundred Forty Three Thousand, Nine Hundred Twenty Four Dollars (\$417,143,924)”, as restated in whole below:

**14.1 MAXIMUM CONTRACT SUM**

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, Deliverables, goods, and Services required or requested by County under and during the Term of this Agreement. If County does not Approve work in writing, no payment shall be due Contractor for those Services. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Four Hundred Seventeen Million, One Hundred Forty Three Thousand, Nine Hundred Twenty Four Dollars (\$417,143,924) as further detailed in Exhibit C (Fees; Contractor Professional Services Rates), unless the Contract Sum is modified pursuant to a duly Approved Amendment to this Agreement by the Board and Contractor’s authorized representative(s) pursuant to Section 13 (Changes to Agreement). The Contract Sum under this Agreement shall cover the authorized payments for all elements of the EHR System, including the Licensed Software, Third-

Party Products, Hosting Software, Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work. The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

**3. EXHIBIT A.41 (OPENLINK DEPLOYMENT STATEMENT OF WORK)**

Exhibit A (Statements of Work) is amended by the inclusion of “Exhibit A.41 (OPENLink Deployment Statement of Work)” which shall be included in all references to “Exhibit A (Statements of Work)”.

**4. EXHIBIT B.6 (AMENDMENT NO. 10 TO EXHIBIT B (EHR SYSTEM SOFTWARE COMPONENTS))**

Exhibit B (EHR System Software Components) is amended by the inclusion of “Exhibit B.6 (Amendment No. 10 to Exhibit B (EHR System Software Components))” which shall be included in all references to “Exhibit B (EHR System Software Components)”.

**5. EXHIBIT C (FEES; CONTRACTOR PROFESSIONAL SERVICES RATES)**

Exhibit C (Fees; Contractor Professional Services Rates) is amended by deleting it in its entirety and replacing it with the attached “Amendment No. 10 to Exhibit C (Fees; Contractor Professional Services Rates)”.

**6. EXHIBIT C.1.11 (OPENLINK OPTIONAL WORK)**

Exhibit C.1 (Optional Work) is amended by the inclusion of “Exhibit C.1.11 (OPENLink Optional Work)” which shall be included in all references to “Exhibit C.1 (Optional Work)”.

By executing this Amendment Number 10, County hereby purchases, and Contractor agrees to provide the Optional Work described in Section 1 (OPENLink Training Optional Work) of Exhibit C.1.11 (OPENLink Optional Work).

**7. EXHIBIT C.9.10 (AMENDMENT NO. 10 TO EXHIBIT C.9 (DETAILED PRICING SUMMARY))**

Exhibit C.9 (Detailed Pricing Summary) is amended by the inclusion of “Exhibit C.9.10 (Amendment No. 10 to Exhibit C.9 (Detailed Pricing Summary))” which shall be included in all references to “Exhibit C.9 (Detailed Pricing Summary)”.

**8. EXHIBIT C.42 (OPENLINK MILESTONE PAYMENTS TABLE)**

Exhibit C (Fees; Contractor Professional Services Rates) is amended by the inclusion of “Exhibit C.42 (OPENLink Milestone Payments Table)” which shall be included in all references to “Exhibit C (Fees; Contractor Professional Services Rates)”.

**9. EXHIBIT C.43 (OPENLINK PRICING SPREADSHEET)**

Exhibit C (Fees; Contractor Professional Services Rates) is amended by the inclusion of “Exhibit C.43 (OPENLink Pricing Spreadsheet)” which shall be included in all references to “Exhibit C (Fees; Contractor Professional Services Rates)”.

**10. EXHIBIT FF.3 (AMENDMENT NO. 10 TO EXHIBIT F (INDEPENDENT CONDITIONS))**

Exhibit FF (Independent Conditions) is amended by the inclusion of “Exhibit FF.3 (Amendment No. 10 to Exhibit FF (Independent Conditions))” which shall be included in all references to “Exhibit FF (Independent Conditions)”.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number 10 to be executed by its Director of the Los Angeles County Health Agency, and Contractor has caused this Amendment Number 10 to be executed in its behalf by its duly authorized officer, as of the Tenth Amendment Effective Date.

**COUNTY OF LOS ANGELES ("County")**

By: \_\_\_\_\_  
MITCHELL H. KATZ, M.D.,  
DIRECTOR OF THE LOS ANGELES COUNTY HEALTH  
AGENCY

**CERNER CORPORATION ("Contractor")**

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

By: \_\_\_\_\_  
DEPUTY



EXHIBIT A.41 (OPENLINK DEPLOYMENT STATEMENT OF WORK)

TO THE

ELECTRONIC HEALTH RECORDS

SYSTEM AND SERVICES AGREEMENT

## 1. Introduction

This Exhibit A.41 (OPENLink Deployment Statement of Work) (sometimes referred to in this Exhibit as “**this SOW**”) is an attachment and addition to the Electronic Health Records System and Services Agreement dated December 21, 2012 (hereinafter “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Cerner Corporation (“**Contractor**”) and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this SOW, the terms of the Agreement shall prevail and nothing in this SOW shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Agreements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this SOW and are Approved. This SOW includes any attachments hereto. Any capitalized terms not defined in this SOW shall have the same meanings as used in the Agreement.

All of the tasks, subtasks, Deliverables, goods, and other Services required or requested by County below are included as part of the Services. This SOW aggregates tasks and subtasks that are a subset of both the broad definition of Services set forth in Exhibit G (Glossary) of the Agreement, and the specific Services associated with this SOW. Whether or not additional Services, not specifically included in any SOW, are needed to successfully deliver the EHR System as required under the Agreement, such Services are required to be delivered by Contractor and are included in the Contract Sum.

This SOW provides a description of the nature of the work required, but does not provide an exhaustive list of every task or subtask necessary for completion of this Exhibit A.41 (OPENLink Deployment Statement of Work). The completion of any phase in a period of time shorter or longer than that specified below shall not increase the Contract Sum. As used throughout this SOW, references to OPENLink shall be to the interface engine system that includes the Licensed Software, Services, Third-Party Products, and Cerner Hosting described in this SOW and Amendment 10.

## 2. SOW Summary

### 2.1 Critical Success Factors

A number of factors are deemed critical to overall Project success. The Parties acknowledge that the following factors are critical to the success of this Project:

**Strong Project Management** – Effectively managing the Services provided under the Agreement to the Project Schedule and results to be achieved by managing issues, risk, dependencies, and resources in a manner to achieve the Project Schedule and the results.

**Open Communication and Governance Structure Clearly Defined** – Good and open communication must be established early. Governance, committee structure, and committee members must be defined early. Meeting schedules must also be established for the length of the Project.

**Executive Leadership Involvement** – It is imperative that executive leadership from Contractor, DHS, and the DHS CIO be involved in the Project governance and meet at regular intervals to discuss the Project’s progress and reach agreement on any key decisions that have been escalated to their level.

### 2.2 Schedule

Scheduled commencement dates, scheduled completion dates, and anticipated durations of Milestones, including Key Milestones, will be developed and documented.

### **2.3 Modifications to the EHR System to enable OPENLink capabilities**

The Services under this SOW are additive to existing Contractor's Support Services, including any changes to the EHR System to deliver OPENLink in accordance with the Specifications (including this SOW), and are not to be dilutive in any way of any other Services being performed by Contractor under the Agreement. All EHR System changes will be coordinated in accordance with the Change Management Plan.

### **2.4 Deliverable Development and Approval Process**

This section specifies a repeating process for developing Deliverables for this SOW. Each Deliverable will be developed in accordance with the following Contractor's obligations, which will be sub-tasks to each individual task:

- (1) All Deliverables must be developed in the form and format agreed on by County and Contractor. Work on Key Deliverables will follow a Deliverables Expectations Document (also referred to as a "DED") Approved by County. As each Project Deliverable is submitted, Contractor must include a copy of the Project DED as the cover sheet. A template to be used for each DED during this Project can be found in Section 5.5 (Project Deliverable Expectations Document Template) of this SOW;
- (1) Develop agendas and coordinate scheduling with County for all necessary events (e.g., workshops, meetings) for the production of the Deliverable;
- (2) Facilitate events (e.g., workshops, meetings) as required for the development of each Deliverable;
- (3) Record and analyze the input received from all events (e.g., workshops, meetings) and distribute results or minutes to event participants for review;
- (4) Prepare drafts of the Deliverable for County to review;
- (5) Provide a structured process for County to provide feedback on drafts, including events, as appropriate;
- (6) Compile and analyze County feedback to the draft Deliverable and prepare a revised Deliverable;
- (7) Distribute the revised Deliverable to County for review, obtain and analyze County feedback as mentioned above and repeat if necessary; and
- (8) Complete a final version of the Deliverable prior to distribution for Approval by County, including validation by the Contractor that the Deliverable conforms to the Specifications and meets the Acceptance Criteria.

After receipt of a Deliverable from Contractor, the County SOW Lead or designee will notify the Contractor Engagement Leader and assigned Project team resources in writing as to any specific changes requested (together with a reasonably detailed explanation based on the DED of the reasons why the Deliverable should be modified) in as expeditious a time frame as possible, given the nature of the Deliverable and the schedule. Unless a change is disputed, the Contractor shall make the changes described in a timely manner so as to not adversely impact the schedule under the Project Work Plan. Upon completion of such changes, the Deliverable will be provided to County with a request for Acceptance. County will notify Contractor of its Acceptance or rejection in a time that is practical and reasonable given the nature, criticality, and complexity associated with the Acceptance Testing/Review.

A failure by the County to provide a response within an appropriate time in the context of Project Plan dependencies may be escalated by Contractor as a Critical Path Issue.

## 2.5 OPENLink Solution

### **Contractor will be responsible for Applicable Statistics:**

- The OPENLink environment will be configured to support up to thirty (30) concurrent users in each OPENLink cluster
- OPENLink will support up to five (5) days data retention per interface for Archiving feature (which allows for reprocessing interface messages)

### **Domains/Environments:**

- Two domains are provided:
  - one (1) Production Domain - This domain contains “live” data used for administration and operation of County’s application and sized to support the County’s use, as noted above
  - and one (1) Certification (Test) Domain (Non-Production) - This domain will be used for the testing of new/modified interfaces prior to loading into the Production Domain

### **General Notes:**

- County will have access to the OPENLink Hosting Environment through the OPENLink Terminal Server software loaded onto a County computer to build, monitor and troubleshoot Interfaces. County will not have direct access to the Cerner OPENLink Servers.
- Contractor will be responsible for configuring the OPENLink Domain servers
- Contractor will be responsible for monitoring the OPENLink Production Domain, including monitoring Interfaces for errors and queue errors.
- Cerner will be responsible for configuring and testing Interfaces as provided in Change Order J (Interface Lift) and this Amendment Number 10, or as otherwise expressly agreed to between County and Contractor.
- Contractor will be responsible for monitoring and cycling Interfaces on OPENLink
- Contractor is not responsible for any maintenance and support of foreign systems interfaced through OPENLink. Contractor is not able to monitor inbound transaction gateways from foreign systems.
- County will have the necessary access to build, monitor and troubleshoot Interfaces.

### **OPENLink does NOT support:**

- Asynchronous interfaces (i.e., laboratory instrument interfaces)
- Paging (telecommunications) feature in OPENLink (however, simple text messaging and email alerts are supported)

## 2.6 Support Services

Support and maintenance for OPENLink shall be provided in accordance with the Services identified in this SOW and the term “Support Services” in the Agreement as applied to OPENLink shall refer to such Services.

For the avoidance of doubt, the OPENLink shall be deemed Licensed Software under the Agreement, and subject to the representations, warranties, and Service Levels as set forth in the Agreement. Support and maintenance for OPENLink shall be provided in accordance with Task 3 (Provide Application and System Management Services) of Exhibit A.24 (Maintenance and Operations Statement of Work), except the following Subtasks shall **not** apply to OPENLink:

- Subtask 3.1 (Establish AMS Delivery Model for County)
- Subtask 3.2 (Provide Application Monitoring and Management), except that Contractor will do the following: monitor scheduled operations jobs to ensure scheduled tasks start and process without error; detect abnormal conditions or alarms; and log failed operations jobs, and corrective action taken
- Subtask 3.4 (Provide Operations Management)
- Subtask 3.5 (Provide Report Creation and Maintenance)
- Subtask 3.6 (Conduct Maintenance Checks)
- Subtask 3.7 (Implement Configuration Requests), except that Contractor will perform the Services identified in Section 2.5 (OPENLink Solution) above.
- Subtask 3.10 (Provide Content Management)
- Subtask 3.12 (Provide Technology Change Management)
- Subtask 3.13 (Provide Configuration Management)

and Contractor will provide a single point of contact for each OPENLink support issue (but not necessarily the same contact for all such issues), and in connection with OPENLink, any responsibility of Contractor for maintaining and updating Interfaces, developing Interface Documentation, providing feedback on interface Specifications or assisting with new Interface support shall be to the extent specified under the "General Notes" heading in this SOW rather than as stated in Subtask 3.14 (Provide Interface Support).

## 2.7 Tasks

Contractor will be responsible for performing the following tasks and providing the following Deliverables as to the Services to be provided under this SOW.

### 2.6.1 Openlink Deployment

<b>Task 1 Deploy Openlink</b>	
<b>Task Description</b>	
Contractor will be responsible for the activities to successfully deploy Openlink, as further described in this Task 1 (Deploy Openlink).	
<b>Subtasks/ Deliverables</b>	
<p><b>Subtask 1.1 Develop Openlink Design</b></p> <p>Contractor will develop a design document for the Openlink for County review and approval. The design document at a minimum includes:</p> <ul style="list-style-type: none"> <li>• Technical Architecture Diagram; and</li> <li>• Functionality of Openlink, the hardware and software components, transactions involved, and security and integrity requirements; and</li> <li>• Openlink general Interface requirements including data protocols, data formats, communications methods, and processing priorities.</li> <li>• Documentation and descriptions for</li> </ul>	<p><b>Deliverable 1.1 Openlink Design</b></p> <ul style="list-style-type: none"> <li>• Architectural system environment configuration</li> <li>• Installation Document <ul style="list-style-type: none"> <li>○ Technical Architecture Diagram</li> <li>○ System configuration document</li> </ul> </li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• County reviewed/Approved architectural diagram</li> </ul>

<p>successful ongoing maintenance and support of Openlink.</p>	
<p><b>Subtask 1.2 Install, Configure and Test Openlink</b> Contractor will install and configure Openlink. Contractor will:</p> <ul style="list-style-type: none"> <li>• Install and configure dual redundant servers for hosting Openlink in the Hosting Environment to satisfy the requirements of the County’s current environment <ul style="list-style-type: none"> <li>○ Set up hardware infrastructure, including: <ul style="list-style-type: none"> <li>▪ Set up test and production environments</li> </ul> </li> </ul> </li> <li>• Develop a test plan to test all Openlink components. <ul style="list-style-type: none"> <li>○ Detailed plan for Openlink testing <ul style="list-style-type: none"> <li>▪ Infrastructure test including testing failover of servers and validation of connectivity from County designated workstation(s).</li> </ul> </li> </ul> </li> <li>• Test all Openlink components in accordance with the test plan.</li> </ul>	<p><b>Deliverable 1.2 Openlink Installed (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>• Openlink is installed, configured and tested;</li> <li>• County end users have access to Openlink environment;</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Deliverable addresses all elements described in subtask 2.4 Install, Configure and Test Openlink;</li> <li>• Openlink installation is free of critical defects and errors and ready for release of production.</li> <li>• County-Approved Openlink installation;</li> <li>• County sign-off process to release Openlink to production; and</li> <li>• Confirm environment is ready for installation validation.</li> </ul> <p>Complete successful connectivity testing of County designated workstation(s).</p>
<p><b>Subtask 1.3 Provide Post Go-Live Support</b> Contractor will provide Post-Go Live support until exit criteria are achieved:</p> <ul style="list-style-type: none"> <li>• Openlink is stable and performing in accordance with Specifications</li> </ul>	<p><b>Deliverable 1.3 Post Go-Live Support</b></p> <ul style="list-style-type: none"> <li>• Issues identified, escalated, and resolved by Contractor.</li> <li>• Issue resolution communicated to County.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Post-Go Live exit criteria achieved.</li> </ul>

<b>Task 2 Conduct Project Turnover Activities</b>	
<b>Task Description</b>	
<p>Contractor will be responsible for Project Turnover activities. The purpose of these activities is to resolve any outstanding Project issues, acceptance of project deliverables, and project artifacts have been archived and to turnover the OPENLink environments to Integration and Support teams.</p>	
<b>Subtasks/ Deliverables</b>	
<p><b>Subtask 2.1 Develop Project Turnover Checklist</b> Contractor will provide a Project Turnover</p>	<p><b>Deliverable 2.1 Project Turnover Checklist</b></p> <ul style="list-style-type: none"> <li>• Project Turnover Checklists</li> </ul>

<p>Checklist. The checklist will include:</p> <ul style="list-style-type: none"> <li>• Determine timing of archival of project artifacts to a project repository;</li> <li>• Review with County staff of the Technical Architecture Diagram and any other Documentation regarding Openlink deployed at County;</li> <li>• Contractor will review the Project Turnover Checklist with County.</li> </ul> <p>Contractor will incorporate County feedback and proposed changes into the Project Turnover Checklist and submit a final version to County for Approval.</p>	<p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Project Turnover Checklists incorporate, and are consistent with, County-provided input</li> </ul>
<p><b>Subtask 2.2 Conduct Project Turnover</b></p> <p>During the Project Turnover, Contractor will:</p> <ul style="list-style-type: none"> <li>• Conduct all of the activities defined in the Project Turnover Checklist;</li> <li>• Review all aspects of Project Turnover with County; and</li> <li>• Address all outstanding issues and activities.</li> </ul>	<p><b>Deliverable 2.2 Project Closeout</b></p> <ul style="list-style-type: none"> <li>• Project Turnover activities as identified in the Project Turnover Checklist</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• County-Approved Project Turnover activities</li> </ul>

2.6.1 Openlink Managed Services

<p><b>Task 1 Initiate and Provide Hosting Services</b></p>	
<p><b>Task Description</b></p>	
<p>Contractor will initiate and provide the Hosting Services, and manage, monitor, and maintain the Hosting Environment in accordance with the requirements of Exhibit N (Required Remote Hosted Software Terms and Conditions), Exhibit N.1 (Hosting Services), Exhibit E (Service Levels and Performance Standards)</p> <p>Exhibit K (Information Security Requirements), the Agreement, and applicable SOWs. The Hosting Services will include documentation of account management, operations and administration, database administration, change management, capacity management, performance management, and Service Level monitoring and reporting.</p>	
<p><b>Subtasks/Deliverables</b></p>	
<p><b>Subtask 1.1 Prepare Hosting Services Delivery Document</b></p> <p>Contractor will develop, maintain, and update a Hosting Services Delivery Document which</p>	<p><b>Deliverable 1.1 Hosting Services Delivery Document</b></p> <ul style="list-style-type: none"> <li>• Hosting Services Delivery Document.</li> </ul>

## Task 1 Initiate and Provide Hosting Services

includes Contractor's approach to the following:

- Transition of Licensed Software from responsibility of Contractor Project implementation team to Contractor Hosting Services team;
- Operations and Administration, including:
  - Contractor infrastructure;
  - Ongoing evaluation and monitoring of County infrastructure and operations;
  - At County's request, diagnostics and validation of County infrastructure and operations;
  - Recommendations for improvements to County infrastructure; and
  - Contractor and County roles and responsibilities;
- Capacity planning and management, including:
  - Storage, network, and processing capabilities; and
  - Monitoring performance;
- Management of Contractor-provided servers; including:
  - Monitoring;
  - Updating; and
  - Optimizing performance
- Maintaining Service Levels;
- Defining and developing alerts (network latency alert, saturation alert, etc.);
- Service Level monitoring and reporting, including:
  - Alerts;
  - Service metrics;
  - Monitoring tools;
  - Service request tracking system;
  - Audits;
  - Weekly Contractor meetings with County; and
  - Processes for communicating scheduled outages

### Acceptance Criteria:

- The Hosting Services Delivery Document incorporates, and is consistent with, County-provided input;
- The Hosting Services Delivery Document address all elements described in subtask 1.1 (Prepare Hosting Services Delivery Document); and
- The Hosting Services Delivery Document has been approved by County.

**Task 1 Initiate and Provide Hosting Services**

- Maintaining security, including:
  - Physical security; and
  - Logical security
- Preventative maintenance, including technology refreshes to remain current with applicable industry standards;
- Defining procedures for backups and restores, including:
  - Frequency;
  - Method;
  - Validation; and
  - Defining restore checkpoints
- Providing business continuity and disaster recovery services.

Contractor will review the draft Hosting Services Delivery Document with County.

Contractor will incorporate County feedback and proposed changes as appropriate into the County Hosting Services Delivery Document and submit a final version to County for Approval.

**Subtask 1.2 Provide Hosting Services**

Throughout the Term of the Agreement, Contractor will provide Hosting Services.

The Hosting Services will comply with the requirements of Exhibit N (Required Remote Hosted Software Terms and Conditions), Exhibit N.1 (Hosting Services), Exhibit E (Service Levels and Performance Standards), Exhibit K (Information Security Requirements), the Agreement, and applicable SOWs, including Exhibit A.24 (Maintenance and Operations Statement of Work) (with exceptions as noted above). Contractor will:

- Operate the Licensed Software and the Hosting Services on a 24x7x365 basis;
- Provide County with access to the Licensed Software and Hosting Services over a pair of dedicated network connections from the Hosting Environment on a 24x7x365 basis;
- Provide, monitor, and maintain Hosting Services hardware, software, and communications infrastructure, including:

**Deliverable 1.2 Hosting Services**

- Hosting Services;
- Weekly Hosting calls and monthly reports.

**Acceptance Criteria:**

- The Hosting Services comply with the Specifications.
- The Hosting Services address all elements described in subtask 1.2 (Provide Hosting Services).

<b>Task 1 Initiate and Provide Hosting Services</b>	
<ul style="list-style-type: none"> <li>○ Physical infrastructure for data center (e.g., facility, environment, power); and</li> <li>○ Shared networking and application infrastructure;</li> <li>● Monitor all inbound and outbound Interfaces and provide County with notice of inactive Interfaces or other potential connectivity issues; and</li> <li>● Provide and maintain all Licensed Software, Hosting Software, and Third-Party Product licenses and sublicenses, and Documentation required to provide the Hosting Services.</li> </ul> <p>Contractor will conduct weekly Hosting calls with County to discuss Hosting Services activities and related issues.</p> <p>Contractor will report monthly on Hosting Services activities, including the tracking and reporting of any issues.</p>	
<p><b>Subtask 1.3 Conduct Service Level Monitoring and Reporting</b></p> <p>Contractor will conduct monitoring and reporting of Service Levels to County, including:</p> <ul style="list-style-type: none"> <li>● Continuously monitoring the Hosting; and</li> <li>● Developing and delivering to County monthly reports showing Service Level.</li> </ul> <p>Contractor will provide Service Level reports (e.g., performance metrics and system accounting information) to the designated County representatives in a format agreed to by County.</p> <p>Contractor will conduct weekly Hosting calls with County to discuss Service Level monitoring activities and related issues.</p>	<p><b>Deliverable 1.3 Service Level Reports</b></p> <ul style="list-style-type: none"> <li>● Weekly Hosting calls;</li> <li>● Monthly Service Level Reports.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>● Monthly Service Level Reports include sufficient detail to verify compliance with Service Levels and are County Approved.</li> </ul>
<p><b>Subtask 1.4 Respond to Support Service Requests</b></p> <p>Contractor will provide Support Services as required in the Agreement.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> <li>● Participate in weekly meetings with County to discuss status of, and improvement of response time to, service requests;</li> </ul>	<p><b>Deliverable 1.4 Support Service Requests</b></p> <ul style="list-style-type: none"> <li>● Support Services;</li> <li>● Weekly Hosting calls and monthly reports; and</li> <li>● Service Report Tracking System.</li> </ul> <p><b>Acceptance Criteria:</b></p>

<b>Task 1 Initiate and Provide Hosting Services</b>	
<ul style="list-style-type: none"> <li>• Provide technical guidance to County on configuration of County internal network and workstations, peripheral devices, and other County hardware to enable connectivity to Hosting Services;</li> <li>• Provide recommendations to County for issue identification and resolution procedures, including steps to diagnose whether issues originate in County-owned or Contractor-hosted systems;</li> <li>• Notify County of any issues Contractor discovers that may adversely impact the Hosted Services;</li> <li>• Notify County of any planned outages;</li> <li>• Provide, manage, and maintain a method for proper notification and escalation of issues;</li> <li>• Log all incidents and problems; and</li> <li>• Provide incident and management reports and statistics to County as requested by County but in no event less than once per month.</li> </ul> <p>Contractor will conduct weekly Hosting calls with County to discuss service requests and related issues.</p> <p>Contractor will report monthly on service requests, including the tracking and reporting of any issues.</p>	<ul style="list-style-type: none"> <li>• Support Services contain all elements required by Subtask 1.4 (Respond to Support Service Requests), and are County Approved.</li> </ul>
<p><b>Subtask 1.5 Maintain Security</b></p> <p>Contractor will provide security management services in accordance with Exhibit A.19 (Security Statement of Work), Exhibit K (Information Security Requirements), Section 5 (Hosting Environment) of Exhibit N.1 (Hosting Services), and Section 20 (Security) of the Agreement.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> <li>• Provide data center physical security measures and controls;</li> <li>• Govern physical access to Contractor facilities with access entitlement control;</li> <li>• Utilize encryption in storing and transmitting County Data;</li> <li>• Provide physical and logical security of all service components (hardware and software)</li> </ul>	<p><b>Deliverable 1.5 Security Services</b></p> <ul style="list-style-type: none"> <li>• Security management services;</li> <li>• Input to update County security plan; and</li> <li>• Weekly and monthly reports.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Security Management Services contain all elements required by subtask 1.5 (Maintain Security).</li> </ul>

**Task 1 Initiate and Provide Hosting Services**

<p>and data;</p> <ul style="list-style-type: none"> <li>• Monitor for System security errors, exceptions, and attempted violations;</li> <li>• Implement and monitor network intrusion and virus detection systems throughout Hosted Services network and computing infrastructure;</li> <li>• Provide and maintain virus protection;</li> <li>• Provide dedicated security manager to enforce security procedures and resolve issues;</li> <li>• Provide and manage URL access to Internet sites approved for appropriate business purposes;</li> <li>• Provide Hosting Environment security plan and infrastructure based on security requirements, standards, procedures, policies, County, federal, state, and local requirements and risks;</li> <li>• Implement physical and logical security plans for all Hosting Environment components consistent with Contractor security policies and industry standards; and</li> <li>• Provide and maintain all documentation required for security audits and internal control and control testing.</li> </ul> <p>Contractor will provide all Security Management Services in compliance with all applicable federal, state, County, and payor requirements.</p> <p>Contractor will conduct weekly Hosting calls with County to discuss security activities and related issues.</p> <p>Contractor will report monthly on security activities and alert County of any issues.</p>	
<p><b>Subtask 1.6 Conduct Backups and Restores</b></p> <p>Contractor will conduct the backups and restores required by subtask 5.1 (Prepare Hosting Services Delivery Document) and Section 3 (Backups) of Exhibit E (Service Levels and Performance Standards), including:</p> <ul style="list-style-type: none"> <li>• Regular backups of all County Data;</li> <li>• Backups of Licensed Software and Third-Party</li> </ul>	<p><b>Deliverable 1.6 Backups Validation Report</b></p> <ul style="list-style-type: none"> <li>• Backups validation report;</li> <li>• Weekly Hosting calls and monthly reports.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• The Backups validation report address all elements described in subtask 1.6 (Conduct</li> </ul>

<b>Task 1 Initiate and Provide Hosting Services</b>	
<p>Products in accordance with the Hosting Services Delivery Document; and</p> <ul style="list-style-type: none"> <li>• Backup validation.</li> </ul> <p>Contractor will conduct weekly Hosting calls with County to discuss backup and restore activities and related issues.</p> <p>Contractor will provide County with monthly reports certifying successful backup validation.</p>	<p>Backups and Restores).</p>
<p><b>Subtask 1.7 Provide Business Continuity and Disaster Recovery Services</b></p> <p>Contractor will provide prioritized business continuity and disaster recovery services for the Hosting Services and associated infrastructure (e.g., servers, network connection).</p> <p>Contractor will:</p> <ul style="list-style-type: none"> <li>• Develop and maintain detailed Business Continuity Plan and Disaster Recovery Plan;</li> <li>• Provide County with a copy of Contractor’s current Business Continuity Plan and Disaster Recovery Plans;</li> <li>• Review and update the Business Continuity Plan and Disaster Recovery Plans on at least an annual basis;</li> <li>• Develop action plan to mitigate risks and issues discovered during the Business Continuity Plan and Disaster Recovery Plan review;</li> <li>• Notify County if Contractor conducts fail over; and</li> <li>• Provide County with copies of all updates to the Business Continuity Plan and Contractor’s standard Disaster Recovery Plan.</li> </ul> <p>Contractor will initiate the Disaster Recovery Plan in the event of a Contractor disaster recovery situation and notify County per the Agreement and disaster recovery policies and procedures.</p> <p>Contractor will coordinate with County during a Contractor disaster recovery situation per the Agreement and disaster recovery policies and procedures.</p> <p>Contractor will conduct weekly Hosting calls with County to discuss business continuity and</p>	<p><b>Deliverable 1.7 Business Continuity and Disaster Recovery</b></p> <ul style="list-style-type: none"> <li>• Contractor’s current Business Continuity Plan and Disaster Recovery Plan;</li> <li>• Report of Business Continuity Plan and Disaster Recovery Plan test results;</li> <li>• Updated Business Continuity Plan and Disaster Recovery Plan; and</li> <li>• Weekly Hosting calls and monthly reports.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• County-Approved Business Continuity Plan and Disaster Recovery Plans;</li> <li>• County-Approved Business Continuity Plan and Disaster Recovery Plan test results.</li> </ul>

**Task 1 Initiate and Provide Hosting Services**

disaster recovery activities and related issues.  
 Contractor will report monthly on business continuity and disaster recovery activities and alert County of any issues.

**Task 2 Provide Technical System Management Services**

**Task Description**

Contractor will provide Technical System Management Services for the Term of the Amendment.

**Subtasks/Deliverables**

**Subtask 2.1 Provide Technical Solution Monitoring and Management**

Contractor will provide technical solution monitoring and management services, including:

- Proactively and reactively notifying County help desk of issues, incidents, and problems found by Contractor that affect or may affect the Service, and of any required County intervention to avoid or resolve the issue, incident, or problem;
- Monitoring and managing the following activities related to Interfaces: outbound Interface queue counts, status and settings, and inbound Interface status and settings; and

Contractor will conduct weekly Hosting calls with County to discuss applications monitoring and management activities and related issues.

Contractor will report monthly on technology support activities, including the tracking and reporting of any issues.

**Deliverable 2.1 Technical Solution Monitoring**

- Technical solution monitoring and management services;
- Weekly Hosting calls and monthly reports.

**Acceptance Criteria:**

- Technical solution monitoring and management services addresses all elements described in subtask 2.1 (Technical Solution Monitoring and Management).

**Subtask 2.2 Provide 24x7x365 Hosting Support**

Contractor will provide 24x7x365 hosting support for all Licensed Software and Third Party Product issues and County support requests.

Contractor will:

- Address issues escalated from County help desk related to Licensed Software;
- Support County help desk incident resolution as needed;
- Participate in the process for “hand off” from

**Deliverable 2.2 24x7x365 Hosting Support**

- 24x7x365 hosting support;
- Weekly Hosting calls and monthly reports.

**Acceptance Criteria:**

- 24x7x365 hosting support addresses all elements described in subtask 2.2 (Provide 24x7x365 Application Support).

**Task 2 Provide Technical System Management Services**

<p>the County help desk to Contractor;</p> <ul style="list-style-type: none"> <li>• Maintain a record of incidents handed off from County help desk;</li> <li>• Electronically document resolution through an Interface to County’s help desk and ticketing system (currently Numara Footprints);</li> <li>• Conduct root cause analysis on frequently recurring calls on the same topic;</li> <li>• Provide monthly service reports that include:             <ul style="list-style-type: none"> <li>○ Root cause analysis;</li> <li>○ Resolutions implemented</li> </ul> </li> <li>• Identify recurring issues, proactively recommend solutions, and implement based on County’s request;</li> <li>• Support County in addressing recurring issues as needed and agreed upon; and</li> <li>• Perform Daylight Saving Time management activities for the Licensed Software and Third Party Products.</li> </ul> <p>Contractor will report monthly on application support activities, including the tracking and reporting of any issues.</p>	
<p><b>Subtask 2.3 Provide Operations Management</b></p> <p>Contractor will provide operations management services, including:</p> <ul style="list-style-type: none"> <li>• Detection of abnormal conditions or alarms;</li> </ul> <p>Contractor will conduct weekly Hosting calls with County to discuss operations management services activities and related issues.</p> <p>Contractor will report monthly on Operations management services, including the tracking and reporting of any issues.</p>	<p><b>Deliverable 2.3 Operations Management</b></p> <ul style="list-style-type: none"> <li>• Operations management services;</li> <li>• Weekly Hosting calls and monthly reports.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Operations management services address all elements described in subtask 2.3 (Provide Operations Management).</li> </ul>
<p><b>Subtask 2.4 Conduct Maintenance Checks</b></p> <p>Contractor will conduct Licensed Software Maintenance check activities, including:</p> <ul style="list-style-type: none"> <li>• Monitor Licensed Software and Third-Party Product notifications (i.e., flashes, advisories, Cerner Knowledge Network) and take necessary action;</li> <li>• Perform technical aspect of service</li> </ul>	<p><b>Deliverable 2.4 Maintenance Checks</b></p> <ul style="list-style-type: none"> <li>• Maintenance checks;</li> <li>• Weekly Hosting calls and monthly reports.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Maintenance checks address all elements described in subtask 2.4 (Conduct</li> </ul>

**Task 2 Provide Technical System Management Services**

<p>package/software change certification as needed, including:</p> <ul style="list-style-type: none"> <li>○ Review of service package certification guidelines released with each package;</li> <li>○ Test service packages and fixes in non-production domain;</li> <li>○ Initial verification of the code package installation and notify the County that the code package is ready for validation;</li> </ul> <ul style="list-style-type: none"> <li>● Implement service package in accordance with subtask 4.7 (Implement New Releases and Licensed Software Upgrades).</li> </ul> <p>Contractor will conduct weekly Hosting calls with County to discuss maintenance check activities and related issues.</p> <p>Contractor will report monthly on maintenance check activities, including the tracking and reporting of any issues.</p>	<p>Maintenance Checks).</p>
<p><b>Subtask 2.5 Provide Technical Incident/Problem Management and Resolution</b></p> <p>Contractor will provide incident/problem management and resolution services using a structured IT service management methodology as outlined in Exhibit E (Service Levels and Performance Standards .</p> <p>Tasks related to Incident/Problem Management and Resolution as above</p> <ul style="list-style-type: none"> <li>● Response to Contractor or County-identified incident/problems;</li> <li>● Assessment of impact on County operations;</li> <li>● Triaging;</li> <li>● Tracking;</li> <li>● Escalation;</li> <li>● Notification; and</li> <li>● Resolution.</li> </ul> <p>Contractor will provide County with a monthly report on technical incident/problem management, including:</p> <ul style="list-style-type: none"> <li>● Number of incidents;</li> <li>● List of all open problems;</li> </ul>	<p><b>Deliverable 2.5 Technical Incident/Problem Management Report</b></p> <ul style="list-style-type: none"> <li>● Incident/ problem management and resolution services;</li> <li>● Weekly Hosting calls; and</li> <li>● Monthly Incident/Problem Management Report.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>● Incidents and problems are resolved as described in subtask 2.5 (Provide Incident/Problem Management and Resolution).</li> </ul>

**Task 2 Provide Technical System Management Services**

- Priority of problems;
- Owner of problems;
- Progress on open problems;
- Estimated time to resolution of open problems; and
- Root cause analysis for resolved problems as requested by County.

Contractor will conduct weekly Hosting calls with County to discuss configuration request activities and related issues.

**Subtask 2.6 Implement New Releases and Licensed Software Upgrades**

Contractor will manage and implement Technical aspects of Licensed Software and Third-Party Product Revisions.

Contractor will create Revision Plans, including:

- Revision Management Plan;
- Technical assessment of all Domains, Venues, and Locations affected by Revision;
- Functional assessment of all Domains, Venues, and Locations affected by Revision;
- Impact of the change, including required County workflow changes and training needs;
- Test plan; and
- Back out plan.

Contractor and County will jointly determine Revision schedule and time of implementation.

Contractor will install Revisions to all relevant Domains with County Approval and sync all Domains as necessary.

On an ongoing basis Contractor will identify data, information, and reports to ensure the County can meet Meaningful Use requirements.

Contractor will optimize the design and build of the Licensed Software and Third-Party Products to deliver the information, data and reports necessary to report on achieving Meaningful Use.

Contractor will conduct Regression Testing.

County will conduct Integration Testing with remote support from Contractor.

Contractor will resolve problems/incidents found

**Deliverable 2.6 New Releases and Licensed Software Upgrades**

- Revision Management Plan;
- New releases, Licensed Software Upgrades and other Revisions; and
- Regression Testing.

**Acceptance Criteria:**

- New Releases, Licensed Software Upgrades, and other Revisions are implemented as described in subtask 4.6 (Implement New Releases and Licensed Software Upgrades).

<b>Task 2 Provide Technical System Management Services</b>	
<p>in Regression or Integration Testing. Contractor will provide a list of changes that may require County to update its training.</p>	
<p><b>Subtask 2.7 Conduct Service Level Monitoring and Reporting</b></p> <p>Contractor will conduct Service Level monitoring and reporting for Openlink and for the Services in accordance with Exhibit E (Service Levels and Performance Standard) of the Agreement.</p> <p>Service Level monitoring and reporting will include:</p> <ul style="list-style-type: none"> <li>• Ongoing monitoring of Contractor adherence to Service Levels;</li> <li>• Any issues that could impact an agreed-upon Service Level;</li> <li>• Resolution of any root-causes impacting Contractor’s ability to meet agreed-upon Service Levels; and</li> <li>• Providing monthly statistics and management reports to County on Service Level attainment.</li> </ul> <p>Contractor will conduct weekly Hosting calls with County to discuss Service Levels and related issues.</p>	<p><b>Deliverable 2.7 Service Level Reports</b></p> <ul style="list-style-type: none"> <li>• Service Level monitoring and reporting;</li> <li>• Weekly Hosting calls.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Service Level monitoring and reporting addresses all elements described in subtask 2.7 (Conduct Service Level Monitoring and Reporting).</li> </ul>
<p><b>Subtask 2.8 Provide Technology Change Management</b></p> <p>Contractor will design and implement a formal process for managing configuration and technology changes made to Licensed Software and Third-Party Products, including:</p> <ul style="list-style-type: none"> <li>• Coordination of configuration and technology changes;</li> <li>• Production Environment Change Authorization (“PECA”) process;</li> <li>• Configuration and technology change management procedure including submission, analysis and prioritization of requests;</li> <li>• Configuration and technology change Approval meetings as needed;</li> <li>• Execution of configuration and technology</li> </ul>	<p><b>Deliverable 2.8 Technology Change Management</b></p> <ul style="list-style-type: none"> <li>• Configuration and technology change management;</li> <li>• Weekly Hosting calls and monthly reports; and</li> <li>• Configuration and Technology Change Control Board.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Configuration and technology change Management addresses all elements described in subtask 2.8 (Provide Technology Change Management).</li> </ul>

**Task 2 Provide Technical System Management Services**

<p>change; and</p> <ul style="list-style-type: none"> <li>• Validation of configuration and technology change.</li> </ul> <p>Contractor will work with County to establish and mutually agree upon configuration and technology change control process.</p> <p>Contractor will provide Configuration and technology change management services, including:</p> <ul style="list-style-type: none"> <li>• Participating on Configuration and Technology Change Control Board to provide advice and direction to change requests;</li> <li>• Providing and maintaining an automated change management system to report and track changes made by Contractor;</li> <li>• Providing reporting to County on change management;</li> <li>• Developing a production change schedule and review with County;</li> <li>• Providing risk management analysis, mitigation, and remediation;</li> <li>• Testing all changes to Licensed Software prior to moving them to production; and</li> <li>• Testing application Enhancements, Error Corrections, Upgrades and other Revisions.</li> </ul> <p>Contractor will develop communication and processes for Approval of Production Environment Change Authorization.</p> <p>Contractor will submit PECA process for County Approval.</p> <p>Contractor will manage PECA process for Licensed Software. Contractor affirms that PECA forms relate to technical changes only and are not an authorization for Optional Work that would impact the Contract Sum.</p> <p>Contractor will conduct weekly Hosting calls with County to discuss configuration and technology change management activities and related issues.</p> <p>Contractor will report monthly on configuration and technology change management, including the tracking and reporting of any issues.</p>	
<p><b>Subtask 2.9 Provide Interface Support</b></p>	<p><b>Deliverable 2.9 Interface Support</b></p>

## Task 2 Provide Technical System Management Services

Contractor will provide County with Interface support for Openlink, including:

- Facilitate interface cycling as needed to support interface connections;
- Technical support for interface connectivity issues.

Technical support for establishing new interfaces connections;

- As part of the standard weekly Hosting calls with County, Contractor will discuss Interface management activities and related issues

Contractor will conduct weekly Hosting calls with County to discuss Interface management activities and related issues.

Contractor will report monthly on Interface management, including the tracking and reporting of any issues.

- Interface support;
- Weekly Hosting calls and monthly reports.

### Acceptance Criteria:

- Interface Support addresses all elements described in subtask 2.9 (Provide Interface Support).

## 2.8 Project Deliverable Expectations Document Template

Project Deliverable Expectations Document	
<b>Project Deliverable Number:</b>	<b>Title of Deliverable:</b>
Deliverable Description:	Contract/SOW Reference:
Frequency:	Initial Draft Submission Due Date:
County's Review of Draft Deliverable: [31] Days	Final Submission Due Date: [31] Days after receipt of draft comments
County Approval Required: Yes/No	Distribution: County Project Manager – 1 hard copy and 1 soft copy County Project Oversight – 1 soft copy
<b>Contractor: Complete shaded area below</b>	
Detailed Deliverable Outline:	
Deliverable Acceptance Criteria (include agreed upon requirements, format and contents, related to Deliverable):	
Prepared By (please print):	Date Submitted:
Date Submitted 2:	Date Submitted 3:
Phone Number:	E-mail:
<b>Contractor Project Director or Contractor Project Manager Signoff (For Key Deliverables):</b>	
Contractor Representative Name:	Contractor Representative Position:
Contractor Representative Signature:	Date:
<b>County Approval/Comments</b>	
Approved By:	Date:
Signature:	
Comments:	



Exhibit B.6 (Amendment No. 10 to Exhibit B (EHR System  
Software Components))

to the

Electronic Health Records System and Services Agreement

**EXHIBIT B.6**  
**AMENDMENT NO. 10 TO**  
**EXHIBIT B (EHR SYSTEM SOFTWARE COMPONENTS)**

This Exhibit B.6 (Amendment No. 10 to Exhibit B (EHR System Software Components)) is an attachment and addition to the Electronic Health Records System and Services Agreement, Agreement No. H-705407, by and between the County of Los Angeles (“**County**”) and Cerner Corporation (“**Contractor**”), with an Effective Date of December 21, 2012 (the “**Agreement**”), as amended by the Parties and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

**1. LICENSED SOFTWARE**

<b>LICENSED SOFTWARE</b>		
<b>No.</b>	<b>PRODUCT NAME</b>	<b>CONTRACTOR PRODUCT No.</b>
1.	Cerner OPENLink <sup>1</sup>	07605906

<sup>1</sup>With Independent Conditions



Exhibit C (Amendment No. 10 to Exhibit C (Fees; Contractor  
Professional Services Rates))  
to the  
Electronic Health Records System and Services Agreement

**Exhibit C**  
**AMENDMENT NO. 10 TO**  
**EXHIBIT C (FEES; CONTRACTOR PROFESSIONAL SERVICES RATES)**

This Amendment No. 10 to Exhibit C (Fees; Contractor Professional Services Rates) is an attachment and addition to the Electronic Health Records System and Services Agreement dated December 21, 2012 (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Cerner Corporation (“**Contractor**”), as amended, and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

**1. INTRODUCTION**

The fundamental premise of the fee and pricing structure under the Agreement is that all elements of the EHR System, including the Licensed Software, Third-Party Products, Integral Third-Party Software, Hosting Software, Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work are paid for only in the amount, and solely through the contractually specified mechanisms for payment of the fees (the “**Authorized Billing and Payment Mechanisms**”) set forth in this Exhibit C (Fees; Contractor Professional Services Rates), regardless of whether or not all costs or expenses to Contractor of providing a specific element of the EHR System can be directly traced to, or are captured by, an Authorized Billing and Payment Mechanism, each described in Section 2 (Authorized Billing And Payment Mechanisms). It is understood and agreed by the Parties that the total amount to be paid by County under the Agreement cannot exceed the Contract Sum unless the Contract Sum is modified pursuant to a duly Approved Amendment to the Agreement by the Board and Contractor’s authorized representative(s) pursuant to Section 13 (Changes to Agreement) of the Agreement. The Contract Sum is the maximum amount that could be paid, but is not a commitment to spend sums allocated under the Contract Sum for Optional Work.

As set forth in Section 14.1 (Contract Sum) of the Agreement:

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, Deliverables, goods, and Services required or requested by County under and during the Term of this Agreement. If County does not Approve work in writing, no payment shall be due Contractor for those Services. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Four Hundred Seventeen Million, One Hundred Forty Three Thousand, Nine Hundred Twenty Four Dollars (\$417,143,924) as further detailed in Exhibit C (Fees; Contractor Professional Services Rates), unless the Contract Sum is modified pursuant to a duly Approved Amendment to this Agreement by the Board and Contractor’s authorized representative(s) pursuant to Section 13 (Changes to Agreement). The Contract Sum under this Agreement shall cover the authorized payments for all elements of the EHR System, including the Licensed Software, Third-Party Products, Hosting Software, Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work. The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

The amounts to be paid by County under this Agreement through the Authorized Billing and Payment Mechanisms include all Contractor costs, including Contractor overhead, profit margin, and all costs of services, product, and goods delivery within the definition of Services. The Contract Sum is the total

amount that is allocated by County for payment under this Agreement, but is not the amount to be paid to Contractor under this Agreement. In the absence of an Approved Physical Growth Event, any sum attributed to a Use Reconciliation, the Approval by County of Optional Work, and Amendment approving additional EHR capabilities, and assuming no COLA adjustment is required; the maximum amount to be paid to Contractor over the Term under this Agreement as of the Effective Date is Two Hundred and Seventy-One Million, One Hundred and Seven Thousand, One Hundred and Eleven Dollars (\$271,107,111). This maximum amount has been amended subsequent to the Effective Date by Amendment Number 1, Amendment Number 2, Amendment Number 3, Amendment Number 4, Amendment Number 6, Amendment Number 8, Amendment Number 9, and Amendment Number 10, including Exhibits C.12 (Cardiology Milestone Payments Table), C.13 (Cardiology Pricing Spreadsheet), C.16 (End User Training and Travel Pricing Spreadsheet), C.17 (Revworks Transaction Services Address Validation Software Milestone Payments Table), C.18 (Revworks Transaction Services Address Validation Software Pricing Spreadsheet), C.19 (iAccess Software Milestone Payments Table), and C.20 (iAccess Software Pricing Spreadsheet), C.21 (DxH Workcell Interface Milestone Payments Table), C.22 (DxH Workcell Interface Milestone Payments Table), C.23 (LAC+USC Osmometer Interface and Harbor DxH Interface Milestone Payments Table), C.24 (LAC+USC Osmometer Interface and Harbor DxH Interface Pricing Spreadsheet), C.25 (Billing Transformation Milestone Payments Table), C.26 (Billing Transformation Pricing Spreadsheet), C.28 (Phase 2 HealthIntent Milestone Payments Table), C.29 (Phase 2 HealthIntent Pricing Spreadsheet), C.30 (CEP Milestone Payments Table), C.31 (CEP Pricing Spreadsheet), C.33 (HealthCare Milestone Payments Table), C.34 (HealthCare Pricing Spreadsheet), C.37 (Etreby Milestone Payments Table), C.38 (Etreby Pricing Spreadsheet), C.40 (DPH Extension Milestone Payments Table), C.41 (DPH Extension Pricing Spreadsheet), C.42 (OPENLink Milestone Payments Table), and C.43 (OPENLink Pricing Spreadsheet).

Exhibit C.9 (Detailed Pricing Summary) provides the detailed pricing summary by component of the EHR System. Exhibit C.8 (Summary of Licensed Software Pricing by Module) provides a summary of pricing by Module of the EHR System.

## **2. AUTHORIZED BILLING AND PAYMENT MECHANISMS**

There are only six (6) Authorized Billing and Payment Mechanisms for payment of the fees under this Agreement. Each of these is detailed in this Section 2 (Authorized Billing and Payment Mechanisms) of Exhibit C (Fees; Contractor Professional Services Rates) and listed as follows:

1. Milestone Payments
2. Recurring Monthly Fees
3. Approved Physical Growth Event
4. Optional Work
5. Amendment
6. Post-Contract Year 10 Cost of Living Adjustment

Contractor cannot invoice County under the Agreement except as provided under one of the Authorized Billing and Payment Mechanisms, and will not be entitled to, and will not receive, any payment, except

as provided under one of the Authorized Billing and Payment Mechanisms set forth in this Section 2 (Authorized Billing And Payment Mechanisms).

## 2.1 MILESTONE PAYMENTS

This Exhibit C (Fees; Contractor Professional Services Rates) sets forth the Milestone payment structure Exhibit C.6 (Key Milestones and Key Deliverables Table) and amounts (“**Milestone Payments**”) set forth in Exhibit C.2 (Milestone Payments Table). The Milestone Payments amount as of the Effective Date of Sixty-Eight Million, Three Hundred Eighty Nine Thousand, Three Hundred Forty-Seven Dollars (\$68,389,347) through the Productive Use of the last Cluster is fixed and is not subject to change except in the event of an Approved Physical Growth Event or Approved Supplemental Travel each described below, and collectively referred to as “**Authorized Modifications to Milestone Payments**”. The Milestone Payments have been amended subsequent to the Effective Date by Amendment Number 1 Amendment Number 2, Amendment Number 3, Amendment Number 4, Amendment Number 6, Amendment Number 8, Amendment Number 9, and Amendment Number 10, including Exhibits C.12 (Cardiology Milestone Payments Table), C.13 (Cardiology Pricing Spreadsheet), C.16 (End User Training and Travel Pricing Spreadsheet), C.17 (Revworks Transaction Services Address Validation Software Milestone Payments Table), C.18 (Revworks Transaction Services Address Validation Software Pricing Spreadsheet), C.19 (iAccess Software Milestone Payments Table), and C.20 (iAccess Software Pricing Spreadsheet), C.21 (DxH Workcell Interface Milestone Payments Table), C.22 (DxH Workcell Interface Milestone Payments Table), C.23 (LAC+USC Osmometer Interface and Harbor DxH Interface Milestone Payments Table), C.24 (LAC+USC Osmometer Interface and Harbor DxH Interface Pricing Spreadsheet), C.25 (Billing Transformation Milestone Payments Table), C.26 (Billing Transformation Pricing Spreadsheet), C.28 (Phase 2 HealthIntent Milestone Payments Table), C.29 (Phase 2 HealthIntent Pricing Spreadsheet), C.30 (CEP Milestone Payments Table), C.31 (CEP Pricing Spreadsheet), C.33 (HealthCare Milestone Payments Table), C.34 (HealthCare Pricing Spreadsheet), C.37 (Etreby Milestone Payments Table), C.38 (Etreby Pricing Spreadsheet) , C.40 (DPH Extension Milestone Payments Table), C.41 (DPH Extension Pricing Spreadsheet), C.42 (OPENLink Milestone Payments Table), and C.43 (OPENLink Pricing Spreadsheet). The Milestone Payments were negotiated between Contractor and County as a material condition under this Agreement and for the period from the Effective Date through the payment of the last Milestone Payment are to capture all compensation to Contractor for the Licensed Software (includes Integral Third-Party Software), Third-Party Products, Implementation Services, Support Services prior to its transition to Recurring Monthly Fees, one-time costs as to AMS Services and AMS Services prior to its transition to Recurring Monthly Fees, one-time costs as to Hosting Services, and Hardware. Specified components of the Services (e.g. Hosting Services), and Licensed Software, and Third Party Products (e.g., clinical content) included in the Milestone Payments will transition from being paid under the Milestone Payments to being paid as Recurring Monthly Fees upon Productive Use of the last Cluster (these items are highlighted on Exhibit C.3 (Pricing Spreadsheet) both individually and collectively as “**Milestone Payments Items That Transition**”).

The Milestone Payments are to be paid in accordance with the Agreement. Sections 14.3 (Implementation Services) and 15 (Invoices and Payments) most directly address the Milestone Payments, though relevant issues such as Acceptance, are addressed throughout the Agreement. Exhibit C.2 (Milestone Payments Table) identifies the Key Milestones; the Key Milestone Allocation; the Key Milestone Scheduled Duration; the Monthly Key Milestone Payment; the Holdback Amount as to each Monthly Key Milestone Payment; the Key Deliverables associated with each Key Milestone; and the Credit Due Date for each Key Deliverable. As to items marked on Exhibit C.2 (Milestone Payments Table) as Milestone Payments Items That Transition, if Productive Use of the last Cluster does not occur on or

before November 30, 2015 and County has not provided notice to Contractor of a material breach of the entire Agreement, such items will transition from being paid under the Milestone Payments to being paid as Recurring Monthly Fees. Notwithstanding the payment dates and amounts in the supporting exhibits of this Exhibit C (Fees; Professional Service Rates), the payment dates and amounts are subject to the provisions of the Agreement and the timing may otherwise be adjusted to accommodate Approved modifications to Exhibit A.25.1 (Project Work Plan).

The Parties understand and agree that there is no concept of a financial change order applicable to the Agreement, except as expressly provided for with regard to Optional Work or Pool Dollars that are derived from one of the Authorized Billing and Payment Mechanisms. The limitations on the concept of a financial change order are intentional and are designed to ensure that the fixed fee elements of the Agreement remain unchanged and predictable throughout the Term.

As to Milestone Payments, in the absence of an Approved Physical Growth Event, there can be no change to the Milestone Payments except for Approved Supplemental Travel. For purposes of this Agreement, Approved Supplemental Travel is appropriate only in the event that (1) County Approves Super User training of some or all of the 300 Super Users that Contractor agreed to be provide at County locations; (2) if County elects to have an implementation event take place in California which is planned to occur under the SOWs in Kansas City, Mo., (3) travel to California required by the Contractor Delivery Consultant(s), Contractor Solution Architect(s) or other required resources in connection with the implementation of Infusion Management, or (4) Contractor provides non-standard and additional resources on site at County facilities to work with the County Work Groups to address systemic issues identified relating to completion of Decision Design Matrix or Data Collection Workbook (e.g., time management, complexity, facilities, tools, materials) and its Learning Services Consultant or other non-standard on site resources as determined necessary to support the Project through the governance process defined in Exhibit A.2 (Project Initiation Statement of Work).

Approved Supplemental Travel shall include reimbursement of airfare, parking, mileage, rental cars, taxi, fuel, tolls, lodging, and per diem Approved by County in advance of the expenditures and the reimbursement shall be subject to, and shall not exceed, the expenditure limits set forth for County personnel in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code, and as updated from time to time by the Los Angeles County Auditor-Controller. Contractor will provide all invoices, receipts, and other documentation reasonably needed to support the request for reimbursement.

## 2.2 RECURRING MONTHLY FEES

This Exhibit C (Fees; Contractor Professional Services Rates) sets forth the timing and amounts of the Recurring Monthly Fees. The total Recurring Monthly Fees amount as of the Effective Date of One Hundred Twenty Million, Five Hundred Seventy-One Thousand, Two Hundred Twenty-Six Dollars (\$120,571,226) as reflected on Exhibit C.2 (Milestone Payments Table) under Total Recurring Monthly Fees through the Initial Support Term are fixed and are not subject to change except in the event of an Approved Physical Growth Event or a Use Reconciliation after Contract Year 5 and Contract Year 7. The Recurring Monthly Fees amount as of the Effective Date of Seventy-Nine Million, Six Hundred Forty-One Thousand, Six Hundred Five Dollars (\$79,641,605) from the first Renewal Term through the Term are fixed and are not subject to change except in the event of (1) an Approved Physical Growth Event, (2) a Use Reconciliation after Contract Year 10, if applicable, or (3) a Contract Year 10 Cost of Living Adjustment. The Recurring Monthly Fees were negotiated between Contractor and County as a material

condition under this Agreement to capture all compensation to Contractor for the Licensed Software (includes Integral Third-Party Software), Third-Party Products, Services (Includes Implementation Services, AMS Services, Support Services, Hosting Services), Hardware, Hosting Software, and Hosting Environment; subject only to the Authorized Billing and Payment Mechanisms and Use Reconciliation. The Total Recurring Monthly Fees have been amended subsequent to the Effective Date by Amendment Number 1, Amendment Number 2, Amendment Number 3, Amendment Number 4, Amendment Number 6, Amendment Number 8, Amendment Number 9, and Amendment Number 10, including Exhibits C.12 (Cardiology Milestone Payments Table), C.13 (Cardiology Pricing Spreadsheet), C.16 (End User Training and Travel Pricing Spreadsheet), C.17 (Revworks Transaction Services Address Validation Software Milestone Payments Table), C.18 (Revworks Transaction Services Address Validation Software Pricing Spreadsheet), C.19 (iAccess Software Milestone Payments Table), C.20 (iAccess Software Pricing Spreadsheet), C.21 (DxH Workcell Interface Milestone Payments Table), C.22 (DxH Workcell Interface Milestone Payments Table), C.23 (LAC+USC Osmometer Interface and Harbor DxH Interface Milestone Payments Table), C.24 (LAC+USC Osmometer Interface and Harbor DxH Interface Pricing Spreadsheet), C.25 (Billing Transformation Milestone Payments Table), C.26 (Billing Transformation Pricing Spreadsheet), C.28 (Phase 2 HealthIntent Milestone Payments Table), and C.29 (Phase 2 HealthIntent Pricing Spreadsheet), C.30 (CEP Milestone Payments Table), C.31 (CEP Pricing Spreadsheet), C.33 (HealthCare Milestone Payments Table), C.34 (HealthCare Pricing Spreadsheet), C.37 (Etreby Milestone Payments Table), C.38 (Etreby Pricing Spreadsheet), C.40 (DPH Extension Milestone Payments Table), C.41 (DPH Extension Pricing Spreadsheet), C.42 (OPENLink Milestone Payments Table), and C.43 (OPENLink Pricing Spreadsheet).

#### 2.2.1 Use Reconciliation

After the completion of the fifth (5<sup>th</sup>), seventh (7<sup>th</sup>), and tenth (10<sup>th</sup>) Contract Years, and in a Contract Year following an Approved Physical Growth Event, Contractor may request in writing within sixty (60) days of the beginning of the applicable Contract Year, a Use Reconciliation to occur during the first calendar quarter of the applicable Contract Year. The results of the Use Reconciliation will be applied as of the first (1<sup>st</sup>) day of the Contract Year in which the Use Reconciliation takes place. Notwithstanding the forgoing, due to the potential higher volatility in the County's use of ePrescribe as compared to other Integral Third-Party Software or Third-Party Products, and because the cost of ePrescribe is passed through by Contractor to County without mark-up, County has agreed to a more frequent Use Reconciliation schedule for ePrescribe. County's use of ePrescribe will be evaluated annually after the first Use Reconciliation and throughout the Support Term (and Contractor may request one additional Use Reconciliation in a Contract Year if there is an increase in use by County of twenty percent (20%) or greater that occurs between one annual ePrescribe Use Reconciliation and the next). Notwithstanding the foregoing, because the cost of the Contractor Address Validation solutions is passed through by Contractor to County without mark-up, County has agreed to a more frequent Use Reconciliation schedule for the Contractor Address Validation solutions. County's use of the Contractor Address Validation solutions may be evaluated by Contractor annually during the first calendar quarter of each Contract Year following the Second Amendment Date. County has agreed to a more frequent Use Reconciliation schedule for the Phase 2 HealthIntent Modules. County's use of the Phase 2 HealthIntent Modules will be evaluated annually during the Phase 2 HealthIntent Modules Term. County's use of the Phase 2 HealthIntent Modules may be evaluated by Contractor annually during the first calendar quarter of each Contract Year beginning July 1, 2018. County has agreed to a more frequent Use Reconciliation schedule for Etreby. County's use of Etreby will be evaluated annually during the first calendar quarter of each Contract Year beginning January 1, 2018. Notwithstanding the foregoing, County and Contractor have agreed to a different Use Reconciliation schedule for OPENLink,

and County's use of OPENLink may be evaluated by Contractor after completion of the seventh (7<sup>th</sup>) and tenth (10<sup>th</sup>) Contract Years, and in a Contract Year following an Approved Physical Growth Event, in accordance with the process provided above.

The Use Reconciliation is intended to capture additional infrastructure costs to Contractor that arise in connection with expanded use or consumption by County of the EHR System. The Use Reconciliation will be accomplished by comparing the baseline use and consumption metrics as to the EHR System components specified in the table in Section 2.2.2 (Baseline Use Metrics) (the “**Baseline Use Metrics**”) against County’s actual use and consumption metrics measured in accordance with the table in Section 2.2.2 (Baseline Use Metrics). After the completion of any Use Reconciliation, in the event County’s then-current use exceeds the baseline use metrics in an amount that triggers a “**Reconciliation Adjustment**” to the Recurring Monthly Fee as provided below, the then-current use metrics shall become the new baseline use metrics for any subsequent Use Reconciliation.

2.2.2 Baseline Use Metrics

Item subject to Use Reconciliation	Baseline Use Metric	Use Reconciliation Trigger	Additional Use Unit Increment(s)	Additional One-Time Fees	Additional Recurring Monthly Fee
<b>Hosting Services based on Peak Average Concurrent Users</b>	5,500 Peak Average Concurrent Users	Peak Average Concurrent Users in excess of 5,500 for three (3) consecutive months in one (1) Contract Year	Every 10 over 5,500 Peak Average Concurrent Users. Subject to the provisions of Section 2.2.4 (Ratio Protection) the method for calculating the payment adjustment based on a Peak Average Concurrent User increase is illustrated by the following example. Assuming the then current Use Baseline is 5,500 Peak Average Concurrent Users and actual Peak Average Concurrent Users as determined by Contractor’s measurement tools, and as reported to County on a monthly basis, is 6,000, and there is no ratio protection issue, the monthly recurring Hosting Services Fee will be increased by ((500 Peak Average Concurrent Users /10) X \$850.00) and there will be a one-time charge of (500/10) X \$1700.00.	\$1,700	\$850
<b>Image Aware Virtual Archive Image Storage added every Contract Year</b>	4.8 Terabytes (“TB”) as of the Effective Date, and 4.8 TB of Image Storage added upon the commencement of each Contract Year. This Use	Image Storage exceeds the cumulative TBs available as of the commencement of the Contract Year in which a Use Reconciliation is to take place.	One Hundred (100) Gigabytes of Images Storage	\$800	\$400

	Baseline is cumulative. For example, if in Contract Year 1 County's Image Storage is 3 TB and Contract Year 2 it is 6 TB, the total is 9 TB which is below the 9.6TB cumulative total for the two Contract Years. As a result, exceeding the 4.8 TB increase in Contract Year 2 does not exceed the then-applicable Use Baseline for additional storage until the aggregate storage amount for the two (2) Contract Years of 9.6 TB is exceeded.				
<b>CPDI Ascent Capture Server</b>	(7) Ascent Capture Servers (located at Client Site) (6 production and 1 test)	The addition of a CPDI Ascent Capture Server, whether production or test, over the Baseline Use Metric.	(1) Ascent Capture Server	\$1,200	\$600
<b>CPDI Ascent Capture User Licenses</b>	18.2% of the 5,500 Hosting Services Peak Average Concurrent Users	Concurrent Users in excess of 18.2% of the Hosting Services Peak Average Concurrent Users	10 Concurrent Users	\$16,650	\$670
<b>CareAware iBus Servers</b>	3,000 Device Connections  There are 1,000 Device Connections per production server pair. For the 3,000 device connections, there are (9) CareAware iBus Servers, including (6) Production Servers and (3) Test Server.	Expansion beyond 3,000 device connections will require the addition of 2 CareAware iBus Servers to accommodate an incremental 1,000 device connections.	Two (2) Servers (per 1,000 additional device connections)	\$3,200	\$1,600
<b>PowerInsight Web/Bus. Objects Servers</b>	100 Peak Concurrent Users of PowerInsight  Five (5) Web/Business Objects Servers (4 production and 1 test) (estimated to support up to 100 Peak Concurrent	Expansion beyond 100 Peak Concurrent Users of PowerInsight will require the addition of 1 Web/Business Objects Servers to accommodate an incremental 25 Peak Concurrent Users of PowerInsight	One (1) Web/Bus. Objects Server per 25 additional Peak Concurrent Users of PowerInsight	\$1,600	\$800

	Users of PowerInsight).				
<b>7x24 Client Site Downtime Viewer Servers</b>	200 Client-owned, on-site workstations that receive updates from 7x24 DT Viewer servers  For 200 Client-owned, on-site workstations there are (3) Servers, including (2) Prod Servers and (1) Test Server. Each production server supports up to 100 workstations.	Expansion beyond 200 client-owned on-site workstations that receive updates from 7x24 DT Viewer servers will require the addition of 1 Client Site Downtime Viewer Server to accommodate an incremental 100 workstations.	One (1) Server per 100 additional workstations that receive updates from 7x24 DT Viewer servers	\$3,000	\$1,500
<b>7x24 Read-Only Concurrent Users</b>	2,250 Peak Concurrent Users of the 7x24 Read-Only System	Use in excess of 2,250 Peak Concurrent Users of the 7x24 Read-Only System	One hundred (100) additional Peak Concurrent Users of the 7x24 Read-Only System	\$2,400	\$1,200
<b>ePrescribe</b>	2,542 Average number uniquely identified Providers, eprescribing per month, as calculated over a calendar quarter (A health professional who uses ePrescribe to write prescriptions; physicians (M.D., D.O.), physicians' assistants; or other advanced practitioners.)	Use in excess of 2,542 Average number uniquely identified Providers, eprescribing per month, as calculated over a calendar quarter, provided the parties do not attribute such increase to a seasonal aberrancy.	One (1) additional uniquely identified Provider, eprescribing per month	Not Applicable	\$11
<b>Restricted Third-Party Pass-Through Bundle</b> The following is a limited list of third-party software that will be subject to Use Reconciliation as an aggregated amount covering each of the Approved third-party items below. Notwithstanding the forgoing, these items will not be considered in a Use Reconciliation that occurs in a Contract Year following an Approved Physical Growth Event because third-party software is otherwise accounted for as Approved Physical Growth Event Expansion Pricing. <ul style="list-style-type: none"><li>• Cerner Post Acute Referrals</li><li>• EK for Rehab – Inpatient</li><li>• EK for Rehab) – Outpatient</li><li>• Krames HealthSheets – Inpatient</li></ul>	Per the Hosting Services based on Peak Average Concurrent Users described above	Per the Hosting Services based on Peak Average Concurrent Users described above	Per the Hosting Services based on Peak Average Concurrent Users described above	Not Applicable	\$187

<ul style="list-style-type: none"> <li>• Krames HealthSheets Physician Office</li> <li>• Krames HealthSheets Outpatient Clinic</li> <li>• Krames ExitWriter ED</li> <li>• ED Coding Subscription</li> </ul>					
<b>Provided PS Sentinel is used with the EHR System</b>	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
<b>Address Validation</b>	225,000 transactions per month (2,700,000 transactions per Contract Year)	Use in excess of the applicable number of transactions as calculated over a Contract Year	11,250 transactions per month	Not Applicable	\$8.80
<b>HealtheIntent: HealtheRegistries</b>	234 FTE of Empanelable Providers	FTE of Empanelable Providers exceeds 270	25 FTE	Not Applicable	\$20,000.00
<b>HealtheIntent: HealtheRegistries</b>	Average panel size of 1,700 patients per Empanelable FTE	Average panel size exceeds 2,000 patients per Empanelable FTE	200 patients/ FTE panel	Not Applicable	\$16,666.67
<b>HealtheCare</b>	150 Care Managers  (A Care Manager is the person primarily responsible for creating Outpatient or Ambulatory Care Management Plans.)	Number of Care Managers exceeds 150	15 Care Managers	Not Applicable	\$1,500.00
<b>Peak Concurrent Users of Etreby</b>	215 Peak Concurrent Users of Etreby	Peak Average Concurrent Users of Etreby in excess of 215 for three (3) consecutive months in one (1) Contract Year	10 Peak Concurrent Users of Etreby	\$1,200	\$600
<b>Etreby Pharmacy Orders</b>	4,000,000 pharmacy orders per Contract Year	Use in excess of the applicable number of pharmacy orders as calculated over a Contract Year	10,000 Pharmacy Orders Per Month	\$1,000	\$500
<b>OPENLink Subscription</b>	800 Interfaces  (For the purpose of this calculation, a one-way interface counts as an Interface, a two-way interface counts as two Interfaces, and production, non-production, and certification Interfaces each count separately)	Number of Interfaces exceeds 800	400 Interfaces	\$0	\$7,109

### 2.2.3 Concurrent User Definitions

The “**Peak Concurrent Users**” shall mean the highest number of County Users simultaneously logged on through any device to the Hosting Services measured on a daily basis throughout each month. A User connecting a mobile electronic device to the Hosting Services or accessing the Hosting Services via a mobile electronic device or other wireless device will be counted as part of the Peak Concurrent Users. A Concurrent User logon is triggered and counted as part of the Peak Concurrent Users only when a User logs on to the Hosting Services through a device. The only way for a single User to be counted as more than one (1) Concurrent User simultaneous logon is for that User to be logged on to more than one (1) device at the same time. The Peak Average Concurrent Users is calculated by averaging the Peak Concurrent Users for the ten (10) highest days during a given calendar month. “**Peak Concurrent Users of PowerInsight**” shall have same meaning as Peak Concurrent Users, except the measurement is taken separately of users of the PowerInsight application only, and references to “Hosting Services” in the definition shall be deemed to refer to “PowerInsight.” “**Peak Concurrent Users of Etreby**” shall have same meaning as Peak Concurrent Users, except the measurement is taken separately of users of the OPIS Software Application only, and references to “Hosting Services” in the definition shall be deemed to refer to “RHO.”

#### 2.2.4 Ratio Protection

As described further below, County has provided Contractor with information reflecting the number of County Users by their role and level of employment (e.g. full time, part time, less than part time). Contractor has used these numbers and its experience providing electronic health records systems to other health care systems to derive the number of County Users against which to apply Contractor’s established concurrent use ratios. Contractor ratios typically range from 5:1 to 4:1, with the 4:1 ratio yielding the highest concurrent user count using Contractor’s ratios.

Contractor has applied a 4:1 ratio to County Users to derive the five thousand, five hundred (5,500) Peak Average Concurrent Users baseline used in the Agreement. The number of County Users, the roles of the County Users, and the percentage of time worked by the County Users (e.g., full time, part time greater than fifty percent (50%), part time less than fifty percent (50%)) was provided by the County and is summarized in the DHS EHR Users Summary table (Exhibit C.5 (DHS EHR Users Summary)). Contractor used the information in Exhibit C.5 (DHS EHR Users Summary) and determined that based on that information the appropriate number of County Users to utilize to calculate Concurrent Users is twenty-two thousand (22,000).

- A. In the event there is a Use Reconciliation and the trigger level of Peak Average Concurrent Users required for a price adjustment is met (actual Peak Average Concurrent Users exceeds the then current Use Baseline for Peak Average Concurrent Users as specified in the table in Section 2.2.2 (Baseline Use Metrics)), and the excess Peak Average Concurrent Users is determined to be primarily caused by County’s use of the EHR System at a lower than 4:1 (e.g., 3:1) ratio (and not due to an increase in the number of nominal County Users as determined by the greater of twenty-two thousand (22,000) or the number of presumptive County Users), then no price adjustment will result. The ratio is the number of nominal County Users to the Peak Average Concurrent Users. The number of presumptive County Users is derived, as illustrated in the table below, utilizing the applicable numbers as of the Effective Date, from a sum of the then current numbers of users, weighted by the work effort multiplier associated with each work effort category (i.e., full time, half time, and less than half time).

<u>Work Effort Category</u>	<u>Number of Personnel</u>	<u>Work Effort Multiplier</u>	<u>Presumptive County Users</u>
Full Time Personnel with Access	21,758	0.9	19,582
Half Time Personnel with Access	2,188	0.45	985
Less than Half time Personnel with Access	5,185	0.18	933
Total presumptive County Users			21,500

- B. In the event the cause of the excess Peak Average Concurrent Users is determined to be caused both by County’s use of the EHR System at a lower than 4:1 (e.g., 3:1) ratio and by an increase in the number of nominal County Users as determined by the greater of twenty-two thousand (22,000) or the number of presumptive County Users (calculated as provided in Section 2.2.4 A above), County will pay one-half (1/2) of any price adjustment triggered by such Peak Average Concurrent Users.
- C. In the event the cause of the excess Peak Average Concurrent Users is determined to be caused only by an increase in number of nominal County Users as determined by the greater of twenty-two thousand (22,000) or the number of presumptive County Users (calculated as provided in Section 2.2.4 A above), any price adjustment will be in accordance with this Sections 2.2.1 (Use Reconciliation); 2.2.2 (Baseline Use Metrics); and 2.2.3(Concurrent User Definitions] of this Exhibit C (Fees; Contractor Professional Services Rates).

Notwithstanding the forgoing, if the Contractor ratio is insufficient and the insufficiency is directly attributable to a government mandated change in the use of EHR Systems (excluding changes mandated in connection with Meaningful Use at any stage or by the County); County shall be responsible for such increased Peak Average Concurrent Users attributed to the government mandated change as if the ratios were correct. Further, if Contractor demonstrates to County at the Concurrent Use Management meeting over two (2) or more consecutive months that there is a material number of Extended Timeouts, then County shall be responsible for increased Peak Average Concurrent Users attributed to the number of County Extended Timeouts sessions recorded by Contractor as if the ratios for those Extended Timeout sessions were correct. For purposes of this Section, an “**Extended Timeout**” shall mean a Concurrent User session that is ended automatically by a default setting of thirty-one (31) minutes or more.

#### 2.2.4 Concurrent Use Management

To effectively manage the Peak Average Concurrent Use of the EHR System and minimize the likelihood of a Use Reconciliation payment resulting from Peak Average Concurrent User increases, the Parties agree to jointly manage concurrent use throughout the Term. In each calendar month Contractor shall measure the variance of the Baseline Use Metric and the Peak Concurrent Users on a daily basis. County will have access to daily reports on its Peak Concurrent Users via Contractor’s Lights on Network dashboard tool. The parties shall manage concurrent use by utilizing a five thousand (5,000) Peak Concurrent User target. Whenever Peak Concurrent Users exceed five thousand (5,000) more than three (3) times in any calendar month, Contractor will notify County in writing and provide as much detail as to reasons for the Peak Concurrent User spikes as it can discern from its data and County’s historical concurrent use patterns. If the Parties cannot identify the cause of the spikes, Contractor will

perform a root cause analysis to assess the reason for the variance. Additionally, concurrent use management shall be a standing agenda item for the Quarterly Review Meetings.

### 2.3 APPROVED PHYSICAL GROWTH EVENT

Except as provided through application of another Authorized Billing and Payment Mechanism there is no additional fee or charge to County for increasing the volume of its use of the EHR System as authorized under the Agreement unless the County: (i) makes the EHR System available for use to another acute care, rehabilitation or mental health hospital that is not included in the Clusters or for which County owns, operates, manages, or subsidizes the operation or costs of the hospital; or (ii) County builds a new Multi-Specialty Ambulatory Care Clinic (“**MACC**”) building or community health clinic or buys a new physical structure housing a MACC or community health clinic and registrations in that new MACC or community health clinic exceed five thousand (5,000) visits per month for (3) three consecutive months (individually each, and collectively both are referred to as an “**Approved Physical Growth Event**”). For purposes of this Authorized Billing and Payment Mechanism, if the County makes the EHR System available for (i) another department of the County (“**Department**”), (ii) Affiliate User, (iii) federal, State, and local agencies, or (iv) business partners to use as a primary EHR system in connection with the Department’s, Affiliate User’s, federal, State, and local agencies’, or business partners’ day-to-day operations, then that Department, Affiliate User, federal, State, and local agency, or business partner will be deemed to meet the building of new physical structure requirement under this Section 2.3(ii) (Approved Physical Growth Event) and the Approved Physical Growth Event pricing set forth in this Exhibit C (Fees; Professional Service Rates) will apply.

The fees to be paid by County to Contractor for an Approved Physical Growth Event are set forth in Exhibit C.4 (Approved Physical Growth Event Pricing).

### 2.4 OPTIONAL WORK AND DISCOUNTS

- (a) Payment of Optional Work shall be as set forth in Sections 9.8 (Optional Work) and 14.6 (Implementing Optional Work) and, as to Professional Services, at the Professional Service Rates for Optional Work set forth in Exhibit C.7 (Contractor Professional Services Rate Card). Contractor has also provided optional pricing for additional Licensed Software, and related Services, as set forth in Exhibit C.1 (Optional Work).

The discount percentage to be applied to New Software pursuant to Section 14.6.1 (New Software) of the Agreement shall be seventy-five percent (75%) off of the price for such New Software that would otherwise be applicable to County’s use as determined by utilizing Contractor’s standard pricing metrics for the applicable New Software.

- (b) Contractor agrees that as to the Jail Health Information System Agreement and Probation Electronic Medical Records System Agreement between Contractor and County (individually referred to as an “**Existing Agreement**” and collectively the, “**Existing Agreements**”): (i) the discount percentage to be applied to New Software as set forth in Section 2.4(a) under this Exhibit C (Fees; Contractor Professional Service Rates) shall, at County’s option, be applicable to software to be obtained from Contractor under the Existing Agreements which was not acquired as of the effective date of the applicable Existing Agreement and is not otherwise to be provided to County under those Existing Agreements without additional fees; and (ii) the Professional Service Rates for Optional Work set forth in Exhibit C.1 (Optional Work) shall, at County’s option, be applicable to professional services or work to be obtained from Contractor utilizing pool

dollars or other Board-approved sums under the Existing Agreements. As to Section 2.4(b)(ii), to the extent different descriptions were utilized to identify the categories/roles of Contractor resources in the Existing Agreement(s) as compared to the categories/roles used in Exhibit C.1 (Optional Work), the Parties will reconcile such categories/roles used in this Agreement with those used in the Existing Agreement.

Contractor also agrees that, in the event the County consolidates remote hosting services it provides under the Existing Agreement(s) under the same EHR System build utilized to provide the Hosting Services under this Agreement, Contractor will work with County in good faith to adjust the pricing for remote hosting services provided under the Existing Agreements to leverage the infrastructure built to support the Hosting Services provided under this Agreement. County understands that in such event there will be additional professional services required for the migration/consolidation onto the EHR System build of the Jail Health Information System and Probation Electronic Medical Records System and their respective data. Such services will be provided utilizing the fees set forth for Professional Services under Exhibit C.1 (Optional Work) under an approved Amendment of one or all of this Agreement and/or the Existing Agreements.

Contractor also agrees that in recognition of its relationship with County and multiple departments, and the need for communication regarding patient care among those departments, that it will make the functionality as specifically set forth in Exhibit EE (Interoperability Functionality) available under the Existing Agreements at no additional charge. It is understood that the functionality provided will be pursuant to modifications, as appropriate, under each of the Existing Agreements, and specifically as limited by Exhibit EE (Interoperability Functionality).

**2.5 AMENDMENTS**

Amendments to the Agreement are governed by Section 13.3 (Amendments) of the Agreement.

**2.6 POST-CONTRACT YEAR 10 COST OF LIVING ADJUSTMENTS**

The COLA adjustment, if any, during the Support Renewal Term, shall be governed Section 14.9 (Cost Of Living Adjustment) of the Agreement.

**3. HOSTING SERVICES ASSUMPTIONS REGARDING INFRASTRUCTURE DOMAINS**

The Hosting Services are provided with the assumption that only the following five (5) infrastructure domains will be provided by Contractor.

Infrastructure Domain	Infrastructure Domain Description
Production Infrastructure Domain	One (1) Production Infrastructure Domain available in accordance with the Implementation Services and Exhibit A.25.1 (Project Work Plan) and continuing through the Support Term.
Certification Infrastructure Domain (Non-Production)	One (1) Certification Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.25.1

	(Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the Production Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain). (Note: The certification domain is used for ongoing testing and end-user training.)
Build Infrastructure Domain (Non-Production)	One (1) Build Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.25.1 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the Production Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain).
Training Infrastructure Domain (Non-Production)	One (1) Training Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.25.1 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the appropriate source Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain).
Mock Infrastructure Domain (Non-Production)	One (1) Mock Infrastructure Domain (Non-Production) to support the implementation of Mock Upgrades available in accordance with the Implementation Services and Exhibit A.25.1 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the Production Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain).



Exhibit C.1.11 (OPENLink Optional Work)

to the

Electronic Health Records System and Services Agreement

## Exhibit C.1.11

### OPENLINK OPTIONAL WORK

This Exhibit C.1.11 (OPENLink Optional Work) is an attachment and addition to the Electronic Health Records System and Services Agreement, Agreement No. H-705407, by and between the County of Los Angeles (“County”) and Cerner Corporation (“Contractor”), with an Effective Date of December 21, 2012 (the “Agreement”), as amended by the Parties, and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

#### 1. OPENLINK TRAINING OPTIONAL WORK

Contractor shall provide County Personnel with Training to enable County to operate the OPENLink system without Contractor’s assistance. Contractor’s Training will provide County Personnel with sufficient knowledge and background information to successfully:

- Explain the major functions of Base Services.
- Use various functions to manage the Cerner OPENLink system.
- Explain the redundant configuration and how to manage the clustered environment.
- Explain the six Base Services definitions and how they interact with one another.
- Identify some of the more common protocol characteristics.
- Demonstrate the ability to build and implement interface components with and without using the Wizard.
- Demonstrate how to manage users with the Administration function.
- Discuss the differences between OPENLink Base Services and Toolkit Services.
- Identify key capabilities of the OPENLink Toolkit.
- Differentiate between fixed format and delimiter-based interface transactions.
- Build, modify, and test interfaces using the OPENLink Toolkit Demonstrate and understanding of these concepts via hands-on exercises.
- Create mapped relationships between data elements of two transactions.
- Define interface routing via the Event Path Table.
- Adjust interface processing using tools such as translation tables, model user exits, date conversions and conditional.

The Services and Optional Work provided in this Section 1 (OPENLink Training Optional Work) are in addition to, and shall not affect, Contractor’s existing Training obligations as set forth in the relevant Sections and Exhibits to the Agreement.

Upon completion of Contractor’s delivery of the Training course(s) set forth in a Change Order for Optional Work under this Section 1 (OPENLink Training Optional Work), Contractor shall invoice County for the Training course(s) in accordance with the pricing set forth below.

Course	Length	Fee	Participants	Fee Per Additional Participant
Cerner Openlink (On-Site)	4 ½ days	\$25,000	6	■

## 2. OPENLINK PILOT DEPLOYMENT OPTIONAL WORK

Contractor will test and deploy in Production the Interfaces as identified by County on to OPENLink, as further described in Exhibit C.1.11.1 (OPENLink Pilot Deployment Statement of Work).

Description	Fees
Contractor will test and deploy in Production the Interfaces as identified by County on to OPENlink, as further described in Exhibit C.1.11.1 (OPENLink Pilot Deployment Statement of Work)	[REDACTED] (which includes travel) Fixed Hourly Rate for the Services described in this Optional Work



EXHIBIT C.1.11.1 (INTERFACE PILOT DEPLOYMENT STATEMENT  
OF WORK)  
TO THE  
ELECTRONIC HEALTH RECORDS  
SYSTEM AND SERVICES AGREEMENT

## 1. Introduction

This Exhibit C.1.11.1 (Interface Pilot Deployment Statement of Work) (sometimes referred to in this Exhibit as “**this SOW**”) is an attachment and addition to the Electronic Health Records System and Services Agreement dated December 21, 2012 (hereinafter “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Cerner Corporation (“**Contractor**”) and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this SOW, the terms of the Agreement shall prevail and nothing in this SOW shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Agreements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this SOW and are Approved. This SOW includes any attachments hereto. Any capitalized terms not defined in this SOW shall have the same meanings as used in the Agreement.

All of the tasks, subtasks, Deliverables, goods, and other services required or requested by County below are included as part of the Services. This SOW aggregates tasks and subtasks that are a subset of both the broad definition of Services set forth in Exhibit G (Glossary of the Agreement), and the specific Services associated with this SOW. Whether or not additional Services, not specifically included in any SOW, are needed to successfully deliver the EHR System as required under the Agreement, such Services are required to be delivered by Contractor and are included in the Contract Sum.

This SOW provides a description of the nature of the work required, but does not provide an exhaustive list of every task or subtask necessary for completion of this Exhibit C.1.11.1 (Interface Pilot Deployment Statement of Work). The completion of any phase in a period of time shorter or longer than that specified below shall not increase the Contract Sum. As used throughout this SOW, references to OPENLink shall be to the interface engine system that includes the Licensed Software, Services, Third-Party Products, and Cerner Hosting described in this SOW and Amendment 10.

## 2. SOW Summary

### 2.1 Critical Success Factors

A number of factors are deemed critical to overall Project success. The Parties acknowledge that the following factors are critical to the success of this Project:

**Strong Project Management** – Effectively managing the Services provided under the Agreement to the Project Schedule and results to be achieved by managing issues, risk, dependencies, and resources in a manner to achieve the Project Schedule and the results.

**Open Communication and Governance Structure Clearly Defined** – Good and open communication must be established early. Governance, committee structure, and committee members must be defined early. Meeting schedules must also be established for the length of the Project.

**Executive Leadership Involvement** – It is imperative that executive leadership from Contractor, DHS, and the DHS CIO be involved in the Project governance and meet at regular intervals to discuss the Project’s progress and reach agreement on any key decisions that have been escalated to their level.

### 2.2 Schedule

Scheduled commencement dates, scheduled completion dates, and anticipated durations of Milestones, including Key Milestones, will be developed and documented. The durations for tasks and subtasks are in the detailed Project Work Plan.

### 3. General Responsibilities

For the Services described in this SOW:

- (1) The Services will be performed by Contractor on-site at County locations designated by County and at off-site location(s) as agreed by the Parties in writing for specific activities and as needed for Contractor to deliver the Services as provided in this SOW.
- (2) Contractor will provide designated key Project leadership members on-site or remotely to deliver the Services. Project leadership that is not on-site will also be available during normal business hours, 7:00 AM to 3:30 PM Pacific Time, unless otherwise agreed on by the Parties in writing.
- (3) Contractor will utilize its implementation methodology, templates, and other tools as required to support the efficient and cost effective execution of the Services defined in this SOW to the extent not inconsistent with this Agreement. This includes use of Contractor's knowledge capital databases and other repositories of Deliverables and intellectual capital from previous client experiences.
- (4) Cerner will provide all Services in English.

#### 3.1 Cerner Engagement Leader Responsibilities

Contractor will designate an Engagement Leader for this SOW (referred to in this Exhibit as the "**Contractor OPENLink Engagement Leader**" or "**Contractor Engagement Leader**") to whom all County communications may be addressed and who has the authority to represent and commit Contractor in connection with all aspects of this SOW.

The Contractor Engagement Leader's obligations include:

- (1) Establish and maintain communications through the County SOW Lead and Project governance structure;
- (2) Manage the delivery of Services and Service Interdependencies;
- (3) Notify County of any Contractor focal point or contacts for specific activities or tasks;
- (4) Manage and maintain the sub-Project Work Plan for this SOW which lists, as appropriate, the activities, tasks, assignments, Service interdependencies, Key Milestones and Deliverables, and schedule;
- (5) Measure, track and evaluate progress against the Project Schedule;
- (6) Work with the County SOW Lead to resolve deviations, if any, from the Project Schedule;
- (7) Coordinate and manage the activities of Contractor Personnel;
- (8) Report to the County SOW Lead problems and issues impacting Contractor's provision of the Services that require County's attention and resolution;
- (9) Coordinate resolution of all Service issues, including those raised by the County SOW Lead and, as necessary, escalate such issues within the Contractor organization;

- (10) Administer the Project Control Document with the County SOW Lead;
- (11) Conduct regularly scheduled Project Status Meetings and prepare weekly Status Reports for the Services defined in this SOW; and

Contractor will perform these activities throughout the provision of the Services.

### **3.2 Specific County Tasks**

#### **3.2.1 County SOW Lead Responsibilities**

The County will assign a lead for this SOW (referred to in this Exhibit as the “**County OPENLink SOW Lead**” or “**County SOW Lead**”). The County SOW Lead will:

- (1) Serve as the primary interface between the Contractor Engagement Leader and County for the tasks and Deliverables set forth in this SOW;
- (2) Review this SOW and the responsibilities of both County and Contractor with the Contractor Engagement Leader;
- (3) Coordinate, manage, and be responsible for the control of the activities of County personnel for this SOW;
- (4) Communicate to the Contractor Engagement Leader any changes that may materially affect Contractor’s provision of the Services set forth in this SOW;
- (5) Coordinate with Contractor Engagement Leader on Contractor’s efforts to resolve problems and issues related to the Services set forth in this SOW;
- (6) Work with the Contractor Engagement Leader to resolve deviations, if any, from the Project Work Plan related to this SOW;
- (7) Coordinate resolution of issues raised by the Contractor Engagement Leader pertaining to this SOW and, as necessary, escalate such issues within the County organization;
- (8) Serve as the interface between Contractor’s Project team and all County departments participating in activities for the Services set forth in this SOW;
- (9) Notify Contractor of any County focal point or contacts for specific activities or tasks related to this SOW;
- (10) Ensure that tasks related to this SOW assigned to personnel within the County organization will be completed according to the timetable in the Project Schedule;
- (11) Participate in selected Project status meetings with Contractor’s Project team members and schedule and coordinate attendance and participation of County personnel for interviews, meetings and work sessions related to the completion of this SOW.

County may change the County SOW Lead by providing notification to the Contractor Engagement Leader with an introduction and handoff meeting to establish plans for a smooth transition.

#### **4.2.2 Other County Responsibilities**

County agrees to comply with its responsibilities as described in this SOW. Such obligations are to be performed at no charge to Contractor.

County will:

- (1) Provide Contractor standard and available office space, basic office furniture, and access to the Internet supporting VPN for Contractor Personnel while working at County's facilities;
- (2) Locate the Contractor Personnel in an area near County subject matter experts and technical personnel;
- (3) Provide necessary security badges and clearances for Contractor Personnel working at County's facilities; and
- (4) Make available staff with appropriate skills and experience to deliver County tasks as specifically set forth in this SOW.

#### **4. Services and Deliverables**

##### **4.1 Modifications to the EHR System to enable OPENLink capabilities**

The Services under this SOW are additive to existing Contractor's Support Services, including any changes to the EHR System to deliver OPENLink in accordance with the Specifications (including this SOW), and are not to be dilutive in any way of any other Services being performed-by Contractor under the Agreement. All EHR System changes will be coordinated in accordance with the Change Management Plan.

##### **4.2 Deliverable Development and Approval Process**

This section specifies a repeating process for developing Deliverables for this SOW. Each Deliverable will be developed in accordance with the following Contractor's obligations, which will be sub-tasks to each individual task:

- (1) All Deliverables must be developed in the form and format agreed on by County and Contractor. Work on Key Deliverables will follow a Deliverables Expectations Document (also referred to as a "DED") Approved by County. As each Project Deliverable is submitted, Contractor must include a copy of the Project DED as the cover sheet. A template to be used for each DED during this Project can be found in Section 5.5 (Project Deliverable Expectations Document Template) of this SOW;
- (2) Develop agendas and coordinate scheduling with County for all necessary events (e.g., workshops, meetings) for the production of the Deliverable;
- (3) Facilitate events (e.g., workshops, meetings) as required for the development of each Deliverable;
- (4) Record and analyze the input received from all events (e.g., workshops, meetings) and distribute results or minutes to event participants for review;
- (5) Prepare drafts of the Deliverable for County to review;
- (6) Provide a structured process for County to provide feedback on drafts, including events, as appropriate;
- (7) Compile and analyze County feedback to the draft Deliverable and prepare a revised Deliverable;
- (8) Distribute the revised Deliverable to County for review, obtain and analyze County feedback as mentioned above and repeat if necessary; and

- (9) Complete a final version of the Deliverable prior to distribution for Approval by County, including validation by the Contractor that the Deliverable conforms to the Specifications and meets the Acceptance Criteria.

After receipt of a Deliverable from Contractor, the County SOW Lead or designee will notify the Contractor Engagement Leader and assigned Project team resources in writing as to any specific changes requested (together with a reasonably detailed explanation based on the DED of the reasons why the Deliverable should be modified) in as expeditious a time frame as possible, given the nature of the Deliverable and the schedule. Unless a change is disputed, the Contractor shall make the changes described in a timely manner so as to not adversely impact the schedule under the Project Work Plan. Upon completion of such changes, the Deliverable will be provided to County with a request for Acceptance. County will notify Contractor of its Acceptance or rejection in a time that is practical and reasonable given the nature, criticality, and complexity associated with the Acceptance Testing/Review. A failure by the County to provide a response within an appropriate time in the context of Project Plan dependencies may be escalated by Contractor as a Critical Path Issue.

### 4.3 Tasks

Contractor will be responsible for performing the following tasks and providing the following Deliverables as to the Services to be provided under this SOW.

Task 1 Conduct Pilot Cutover Simulation and Deploy Specified OPENLink Interfaces	
Task Description	
<p>Contractor and County will iteratively test and deploy the Interfaces on to OPENLink in accordance with the deployment strategy and cutover plan (the “<b>Interface Deployment Pilot</b>”). The Interface Deployment Pilot will include activation of Interfaces, working with County in the event the County needs to make any changes to non OPENLink systems to enable activation of Interfaces, providing Go-Live support, issue resolution, conducting Post-Go-Live assessment, and documenting each step that is required as a part of the end-to-end testing and deployment for each Interface to enable County to independently deploy other Interfaces on OPENLink.</p> <p>County will identify in writing the specific Interfaces (the “Specified OPENLink Interfaces”) that will be a part of the Interface Deployment Pilot.</p>	
Subtasks/Deliverables	
<p><b>Subtask 1.1 Conduct Cutover Simulation</b></p> <p>As detailed in the Production Cutover Plan for Interfaces (developed in subtask 5.2 of Exhibit A.** (Interface Lift Statement of Work)), a Production Cutover test will be conducted and documented. For identified issues, corrective actions will be implemented and tested in an updated Production Cutover test and built into a revised Production Cutover Plan for Interfaces.</p> <p>Contractor will develop cutover simulation scenarios for the Interfaces which will include Integration Test scripts (if the Interfaces do not involve Contractor systems, the scripts will be</p>	<p><b>Deliverable 1.1 Cutover Simulation Conducted and Documented</b></p> <ul style="list-style-type: none"> <li>● Simulation environment setup requirements.</li> <li>● Documented outcomes of Production Cutover test.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>● Cutover simulation outcomes Approved by County.</li> <li>● Updated Production Cutover Plan for Interfaces incorporates, and is consistent</li> </ul>

**Task 1 Conduct Pilot Cutover Simulation and Deploy Specified OPENLink Interfaces**

provided by County) and additional cutover simulation specific test scenarios.

Contractor will provide County with requirements to set up a simulation environment, utilizing the build domain (i.e., test room and test bed) and set up the simulation environment with all hardware to walk through test scenarios.

Contractor will conduct the cutover simulation (i.e., end-to-end testing of Interfaces, processes on current systems and Licensed Software and Third-Party Products).

Contractor will conduct timing of cutover simulation to estimate downtime requirements during cutover.

Contractor will work with County to enable County to perform its own cutover testing for Interfaces.

Contractor will document the outcomes of the cutover simulation and submit to County for Approval.

Contractor will provide recommendations for revisions to the Production Cutover Plan based on cutover testing.

Contractor will review the cutover simulation steps with County and review recommendations with County and incorporate Approved changes into a revised Production Cutover Plan for Interfaces.

- with, County-provided input.
- Successful completion of Production Cutover test.

**Subtask 1.2 Conduct Deployment and End-to-End Testing of Specified OPENLink Interfaces**

Contractor will deploy the Specified OPENLink Interfaces with County’s support in accordance with the Production Cutover Plan for Interfaces.

Contractor will:

- Implement the Production Cutover Plans;
- Activate the Interfaces;
- To enable the activation of Interfaces the Contractor will coordinate with County to advise on any required changes to non-Contractor systems.;
- Perform catch up transactions as necessary

**Deliverable 1.2 Successful Deployment of Specified OPENLink Interfaces**

- Interfaces deployed in accordance with the Production Cutover Plan for Interfaces.
- Acceptance Criteria:**
- Successful deployment of Specified OPENLink Interfaces
  - Interfaces have been Accepted by County

**Task 1 Conduct Pilot Cutover Simulation and Deploy Specified OPENLink Interfaces**

- Coordinate with County to perform end-to-end testing of the Interfaces
  - Track and monitor Interfaces; and
  - Identify, escalate, and resolve issues.
- Contractor will work with County to enable County to perform its own deployment of Interfaces.

**Subtask 1.3 Conduct Knowledge Transfer for the Interface Deployment Pilot**

During the Interface Deployment Pilot, Contractor will work with County personnel and demonstrate Best Practices for Interface deployment.

Contractor will document the steps to conduct cutover testing and deployment of Interfaces and provide hand-on training to County to enable County to perform its own cutover testing and deployment of Interfaces.

Contractor will train County on Best Practices on deploying Interfaces in OPENLink, including:

- Assessing Interface deployment strategy,
- Appropriate grouping and ordering of Interfaces for deployment,
- Preventing regression errors to existing Interfaces,
- Process for end-to-end testing for Interfaces,
- Communication strategies,
- Cutover simulations,
- Deployment,
- Post-deployment testing and monitoring.

At County’s election, Contractor will provide County personnel with the opportunity to conduct cutover testing and deployment of other Interfaces, under the guidance and monitoring of Contractor.

In addition, Contractor will track completion of training and proficiency of County personnel and report progress to County on a regular basis

**Deliverable 1.3 Successful Knowledge Transfer for the Interface Deployment Pilot**

- Proficient County personnel ready to deploy Interfaces

**Acceptance Criteria:**

- County personnel ready to deploy Interfaces

## Task 2 Knowledge Transfer and Training

### Task Description

As part of this task, the Contractor will provide training for County staff responsible for migration of Interfaces to the production OPENLink domain. Contractor will develop a Knowledge Transfer Plan and Knowledge Transfer Materials for successful hand-off to County staff, as further described in this Statement of Work.

### Subtasks/Deliverables

#### Subtask 2.1 Develop Knowledge Transfer Plan and Knowledge Transfer Materials

Contractor will develop a Knowledge Transfer Plan for the County staff supporting OPENLink.

The Knowledge Transfer Plan will include training for the County staff that will be using and/or supporting OPENLink and the Interfaces.

Contractor will conduct training on the process for migration interfaces to the production OPENLink system

The Knowledge Transfer Plan will at a minimum:

- Highlight overall dependencies, Milestones, assumptions and risks.

Contractor will develop a draft Training Plan, incorporate County Feedback, and submit a Final Training Plan for County Approval.

Contractor will assist the County in identifying appropriate training on OPENLink migration.

#### Deliverable 2.1 Knowledge Transfer Plan and Knowledge Transfer Materials

- Draft Knowledge Transfer Plan for migration of interfaces to production
- Final Knowledge Transfer Plan

#### Acceptance Criteria:

- Deliverable addresses all elements described in subtask 5.1 (Develop Knowledge Transfer Plan and Knowledge Transfer Materials).
- County-Approved Knowledge Transfer Plan is delivered in Word, Excel, PDF, or PowerPoint format.
- County-Approved updates to Knowledge Transfer Plan (in Word, Excel, PDF, or PowerPoint format) that indicate what has changed and why.

#### 4.4 Project Deliverable Expectations Document Template

Project Deliverable Expectations Document	
Project Deliverable Number:	Title of Deliverable:
Deliverable Description:	Contract/SOW Reference:
Frequency:	Initial Draft Submission Due Date:
County's Review of Draft Deliverable: [31] Days	Final Submission Due Date: [31] Days after receipt of draft comments
County Approval Required: Yes/No	Distribution: County Project Manager – 1 hard copy and 1 soft copy County Project Oversight – 1 soft copy
<b>Contractor: Complete shaded area below</b>	
Detailed Deliverable Outline:	
Deliverable Acceptance Criteria (include agreed upon requirements, format and contents, related to Deliverable):	
Prepared By (please print):	Date Submitted:
Date Submitted 2:	Date Submitted 3:
Phone Number:	E-mail:
<b>Contractor Project Director or Contractor Project Manager Signoff (For Key Deliverables):</b>	
Contractor Representative Name:	Contractor Representative Position:
Contractor Representative Signature:	Date:
<b>County Approval/Comments</b>	
Approved By:	Date:
Signature:	
Comments:	



Exhibit C.9.10 (Amendment No. 10 to Exhibit C.9 (Detailed  
Pricing Summary))

to the

Electronic Health Records System and Services Agreement

**Exhibit C.9.10**

**AMENDMENT NO. 6 TO EXHIBIT C.9 (DETAILED PRICING SUMMARY)**

Model	Products/Services	Mfg Part #	One Time Fee	Recurring/Support Fees (Monthly)	Recurring Fee Term (Months)	Recurring Fee Term Begins	Qty (Quantities stated are for calculation purposes only, licensed use is governed by the Agreement.)	Fee Metric
[Redacted Content]								



Exhibit C.42 (OPENLink Milestone Payments Table)

to the

Electronic Health Records System and Services Agreement

		Contract Initiation Event	Acceptance	Cerner OPENLink Subscription	Cerner OPENLink Managed Services
<b>66 Month Total</b>	<b>\$</b>	<b>1,106,030</b>			
<b>126 Month Total</b>	<b>\$</b>	<b>2,093,330</b>			
<b>Milestone Allocation</b>		85%	15%		
<b>Total Milestone Payments</b>	<b>\$</b>	20,000	17,000	3,000	
<b>Milestone Duration per Project Work Plan (Months)</b>		-	-		
<b>Milestone Monthly Payment</b>	<b>\$</b>	17,000	\$ 3,000		
<b>Milestone Holdback Amount</b>	<b>\$</b>	-	\$ -		
<b>Key Deliverables</b>		-	-		
6/1/2017	Contract Initiation Event	17,000			
7/1/2017	Month 1	-	-	2,237	14,218
8/1/2017	Month 2	-	-	2,237	14,218
9/1/2017	Acceptance		3,000		
9/1/2017	Month 3		-	2,237	14,218
10/1/2017	Month 4			2,237	14,218
11/1/2017	Month 5			2,237	14,218
12/1/2017	Month 6			2,237	14,218
1/1/2018	Month 7			2,237	14,218
2/1/2018	Month 8			2,237	14,218
3/1/2018	Month 9			2,237	14,218
4/1/2018	Month 10			2,237	14,218
5/1/2018	Month 11			2,237	14,218
6/1/2018	Month 12			2,237	14,218
7/1/2018	Month 13			2,237	14,218
8/1/2018	Month 14			2,237	14,218
9/1/2018	Month 15			2,237	14,218
10/1/2018	Month 16			2,237	14,218
11/1/2018	Month 17			2,237	14,218
12/1/2018	Month 18			2,237	14,218
1/1/2019	Month 19			2,237	14,218
2/1/2019	Month 20			2,237	14,218
3/1/2019	Month 21			2,237	14,218
4/1/2019	Month 22			2,237	14,218
5/1/2019	Month 23			2,237	14,218
6/1/2019	Month 24			2,237	14,218

		Contract Initiation Event	Acceptance	Cerner OPENLink Subscription	Cerner OPENLink Managed Services
7/1/2019	Month 25			2,237	14,218
8/1/2019	Month 26			2,237	14,218
9/1/2019	Month 27			2,237	14,218
10/1/2019	Month 28			2,237	14,218
11/1/2019	Month 29			2,237	14,218
12/1/2019	Month 30			2,237	14,218
1/1/2020	Month 31			2,237	14,218
2/1/2020	Month 32			2,237	14,218
3/1/2020	Month 33			2,237	14,218
4/1/2020	Month 34			2,237	14,218
5/1/2020	Month 35			2,237	14,218
6/1/2020	Month 36			2,237	14,218
7/1/2020	Month 37			2,237	14,218
8/1/2020	Month 38			2,237	14,218
9/1/2020	Month 39			2,237	14,218
10/1/2020	Month 40			2,237	14,218
11/1/2020	Month 41			2,237	14,218
12/1/2020	Month 42			2,237	14,218
1/1/2021	Month 43			2,237	14,218
2/1/2021	Month 44			2,237	14,218
3/1/2021	Month 45			2,237	14,218
4/1/2021	Month 46			2,237	14,218
5/1/2021	Month 47			2,237	14,218
6/1/2021	Month 48			2,237	14,218
7/1/2021	Month 49			2,237	14,218
8/1/2021	Month 50			2,237	14,218
9/1/2021	Month 51			2,237	14,218
10/1/2021	Month 52			2,237	14,218
11/1/2021	Month 53			2,237	14,218
12/1/2021	Month 54			2,237	14,218
1/1/2022	Month 55			2,237	14,218
2/1/2022	Month 56			2,237	14,218
3/1/2022	Month 57			2,237	14,218
4/1/2022	Month 58			2,237	14,218
5/1/2022	Month 59			2,237	14,218
6/1/2022	Month 60			2,237	14,218

		Contract Initiation Event	Acceptance	Cerner OPENLink Subscription	Cerner OPENLink Managed Services
7/1/2022	Month 61			2,237	14,218
8/1/2022	Month 62			2,237	14,218
9/1/2022	Month 63			2,237	14,218
10/1/2022	Month 64			2,237	14,218
11/1/2022	Month 65			2,237	14,218
12/1/2022	Month 66			2,237	14,218
1/1/2023	Month 67			2,237	14,218
2/1/2023	Month 68			2,237	14,218
3/1/2023	Month 69			2,237	14,218
4/1/2023	Month 70			2,237	14,218
5/1/2023	Month 71			2,237	14,218
6/1/2023	Month 72			2,237	14,218
7/1/2023	Month 73			2,237	14,218
8/1/2023	Month 74			2,237	14,218
9/1/2023	Month 75			2,237	14,218
10/1/2023	Month 76			2,237	14,218
11/1/2023	Month 77			2,237	14,218
12/1/2023	Month 78			2,237	14,218
1/1/2024	Month 79			2,237	14,218
2/1/2024	Month 80			2,237	14,218
3/1/2024	Month 81			2,237	14,218
4/1/2024	Month 82			2,237	14,218
5/1/2024	Month 83			2,237	14,218
6/1/2024	Month 84			2,237	14,218
7/1/2024	Month 85			2,237	14,218
8/1/2024	Month 86			2,237	14,218
9/1/2024	Month 87			2,237	14,218
10/1/2024	Month 88			2,237	14,218
11/1/2024	Month 89			2,237	14,218
12/1/2024	Month 90			2,237	14,218
1/1/2025	Month 91			2,237	14,218
2/1/2025	Month 92			2,237	14,218
3/1/2025	Month 93			2,237	14,218
4/1/2025	Month 94			2,237	14,218
5/1/2025	Month 95			2,237	14,218
6/1/2025	Month 96			2,237	14,218

		Contract Initiation Event	Acceptance	Cerner OPENLink Subscription	Cerner OPENLink Managed Services
7/1/2025	Month 97			2,237	14,218
8/1/2025	Month 98			2,237	14,218
9/1/2025	Month 99			2,237	14,218
10/1/2025	Month 100			2,237	14,218
11/1/2025	Month 101			2,237	14,218
12/1/2025	Month 102			2,237	14,218
1/1/2026	Month 103			2,237	14,218
2/1/2026	Month 104			2,237	14,218
3/1/2026	Month 105			2,237	14,218
4/1/2026	Month 106			2,237	14,218
5/1/2026	Month 107			2,237	14,218
6/1/2026	Month 108			2,237	14,218
7/1/2026	Month 109			2,237	14,218
8/1/2026	Month 110			2,237	14,218
9/1/2026	Month 111			2,237	14,218
10/1/2026	Month 112			2,237	14,218
11/1/2026	Month 113			2,237	14,218
12/1/2026	Month 114			2,237	14,218
1/1/2027	Month 115			2,237	14,218
2/1/2027	Month 116			2,237	14,218
3/1/2027	Month 117			2,237	14,218
4/1/2027	Month 118			2,237	14,218
5/1/2027	Month 119			2,237	14,218
6/1/2027	Month 120			2,237	14,218
7/1/2027	Month 121			2,237	14,218
8/1/2027	Month 122			2,237	14,218
9/1/2027	Month 123			2,237	14,218
10/1/2027	Month 124			2,237	14,218
11/1/2027	Month 125			2,237	14,218
12/1/2027	Month 126			2,237	14,218



Exhibit C.43 (OPENLink Pricing Spreadsheet)

to the

Electronic Health Records System and Services Agreement

**Milestone Payments Items That Transition are highlighted in blue below**

		Openlink Subscription	Openlink Managed Services	Professional Services & Training	
Included In Milestone Payments					
7/1/2017	Month 1	2,237	14,218		
8/1/2017	Month 2	2,237	14,218		
9/1/2017	Month 3	2,237	14,218		
10/1/2017	Month 4	2,237	14,218		
11/1/2017	Month 5	2,237	14,218		
12/1/2017	Month 6	2,237	14,218		
1/1/2018	Month 7	2,237	14,218		
2/1/2018	Month 8	2,237	14,218		
3/1/2018	Month 9	2,237	14,218		
4/1/2018	Month 10	2,237	14,218		
5/1/2018	Month 11	2,237	14,218		
6/1/2018	Month 12	2,237	14,218		
7/1/2018	Month 13	2,237	14,218		
8/1/2018	Month 14	2,237	14,218		
9/1/2018	Month 15	2,237	14,218		
10/1/2018	Month 16	2,237	14,218		
11/1/2018	Month 17	2,237	14,218		
12/1/2018	Month 18	2,237	14,218		
1/1/2019	Month 19	2,237	14,218		
2/1/2019	Month 20	2,237	14,218		
3/1/2019	Month 21	2,237	14,218		
4/1/2019	Month 22	2,237	14,218		
5/1/2019	Month 23	2,237	14,218		
6/1/2019	Month 24	2,237	14,218		
7/1/2019	Month 25	2,237	14,218		
8/1/2019	Month 26	2,237	14,218		
9/1/2019	Month 27	2,237	14,218		
10/1/2019	Month 28	2,237	14,218		
11/1/2019	Month 29	2,237	14,218		
12/1/2019	Month 30	2,237	14,218		
1/1/2020	Month 31	2,237	14,218		
2/1/2020	Month 32	2,237	14,218		
3/1/2020	Month 33	2,237	14,218		
4/1/2020	Month 34	2,237	14,218		
5/1/2020	Month 35	2,237	14,218		
6/1/2020	Month 36	2,237	14,218		
7/1/2020	Month 37	2,237	14,218		
8/1/2020	Month 38	2,237	14,218		
9/1/2020	Month 39	2,237	14,218		
10/1/2020	Month 40	2,237	14,218		
11/1/2020	Month 41	2,237	14,218		
12/1/2020	Month 42	2,237	14,218		
1/1/2021	Month 43	2,237	14,218		
2/1/2021	Month 44	2,237	14,218		

		Openlink Subscription	Openlink Managed Services	Professional Services & Training	
3/1/2021	Month 45	2,237	14,218		
4/1/2021	Month 46	2,237	14,218		
5/1/2021	Month 47	2,237	14,218		
6/1/2021	Month 48	2,237	14,218		
7/1/2021	Month 49	2,237	14,218		
8/1/2021	Month 50	2,237	14,218		
9/1/2021	Month 51	2,237	14,218		
10/1/2021	Month 52	2,237	14,218		
11/1/2021	Month 53	2,237	14,218		
12/1/2021	Month 54	2,237	14,218		
1/1/2022	Month 55	2,237	14,218		
2/1/2022	Month 56	2,237	14,218		
3/1/2022	Month 57	2,237	14,218		
4/1/2022	Month 58	2,237	14,218		
5/1/2022	Month 59	2,237	14,218		
6/1/2022	Month 60	2,237	14,218		
7/1/2022	Month 61	2,237	14,218		
8/1/2022	Month 62	2,237	14,218		
9/1/2022	Month 63	2,237	14,218		
10/1/2022	Month 64	2,237	14,218		
11/1/2022	Month 65	2,237	14,218		
12/1/2022	Month 66	2,237	14,218		
1/1/2023	Month 67	2,237	14,218		
2/1/2023	Month 68	2,237	14,218		
3/1/2023	Month 69	2,237	14,218		
4/1/2023	Month 70	2,237	14,218		
5/1/2023	Month 71	2,237	14,218		
6/1/2023	Month 72	2,237	14,218		
7/1/2023	Month 73	2,237	14,218		
8/1/2023	Month 74	2,237	14,218		
9/1/2023	Month 75	2,237	14,218		
10/1/2023	Month 76	2,237	14,218		
11/1/2023	Month 77	2,237	14,218		
12/1/2023	Month 78	2,237	14,218		
1/1/2024	Month 79	2,237	14,218		
2/1/2024	Month 80	2,237	14,218		
3/1/2024	Month 81	2,237	14,218		
4/1/2024	Month 82	2,237	14,218		
5/1/2024	Month 83	2,237	14,218		
6/1/2024	Month 84	2,237	14,218		
7/1/2024	Month 85	2,237	14,218		
8/1/2024	Month 86	2,237	14,218		
9/1/2024	Month 87	2,237	14,218		
10/1/2024	Month 88	2,237	14,218		
11/1/2024	Month 89	2,237	14,218		
12/1/2024	Month 90	2,237	14,218		
1/1/2025	Month 91	2,237	14,218		
2/1/2025	Month 92	2,237	14,218		
3/1/2025	Month 93	2,237	14,218		

		<b>Openlink Subscription</b>	<b>Openlink Managed Services</b>	<b>Professional Services &amp; Training</b>	
4/1/2025	Month 94	2,237	14,218		
5/1/2025	Month 95	2,237	14,218		
6/1/2025	Month 96	2,237	14,218		
7/1/2025	Month 97	2,237	14,218		
8/1/2025	Month 98	2,237	14,218		
9/1/2025	Month 99	2,237	14,218		
10/1/2025	Month 100	2,237	14,218		
11/1/2025	Month 101	2,237	14,218		
12/1/2025	Month 102	2,237	14,218		
1/1/2026	Month 103	2,237	14,218		
2/1/2026	Month 104	2,237	14,218		
3/1/2026	Month 105	2,237	14,218		
4/1/2026	Month 106	2,237	14,218		
5/1/2026	Month 107	2,237	14,218		
6/1/2026	Month 108	2,237	14,218		
7/1/2026	Month 109	2,237	14,218		
8/1/2026	Month 110	2,237	14,218		
9/1/2026	Month 111	2,237	14,218		
10/1/2026	Month 112	2,237	14,218		
11/1/2026	Month 113	2,237	14,218		
12/1/2026	Month 114	2,237	14,218		
1/1/2027	Month 115	2,237	14,218		
2/1/2027	Month 116	2,237	14,218		
3/1/2027	Month 117	2,237	14,218		
4/1/2027	Month 118	2,237	14,218		
5/1/2027	Month 119	2,237	14,218		
6/1/2027	Month 120	2,237	14,218		
7/1/2027	Month 121	2,237	14,218		
8/1/2027	Month 122	2,237	14,218		
9/1/2027	Month 123	2,237	14,218		
10/1/2027	Month 124	2,237	14,218		
11/1/2027	Month 125	2,237	14,218		
12/1/2027	Month 126	2,237	14,218		



Exhibit FF.3 (Amendment No. 10 to  
Exhibit FF (Independent Conditions))

to the

Electronic Health Records System and Services Agreement

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MICROSOFT**

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